

A  
DISCOURSE  
Whether it may be Lawful  
to take  
USE  
FOR  
MONEY.

Written by  
Sir ROBERT FILMER,  
And published by Sir Roger Twisden,  
with his PREFACE to it.

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TO THE  
Reader.

**A**S soon as I had understanding in the affairs of this World, I became sensible how grievous it was to lie under the heavy disease of paying Interest, Consideration, or Use, (term it how you will) for Money: And finding it generally condemned by those Judgments and Learning I did most esteem, I began to question with my self whether the sin werenot of that rature that I my self in paying did concur in the same offence

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with the taker, according to that <sup>a</sup> of St. Paul, in the vulgar Latine, *qui talia agunt digni sunt morte, non solum qui faciunt sed etiam qui consentiunt facientibus.* Which doubt I found after propounded by *Aquinas* 2<sup>a</sup> 2<sup>e</sup> q. 78. a. 4. but neither so resolved by him, or his learned Commentator *Cajetan*, as that I received satisfaction in the point. Upon which occasion I began to search farther, and as for the Scripture I confess the prohibitions in it seemed to me to have much of the Laws framed for no other than the Commonwealth of the Jews; And to be of the same nature the

(b) *Jubile*, (c) the Cities for Refuge, (d) The Release to be made every seventh year were: for it is no way probable God who commanded them neither (e) to vex, nor op-

(1) Rom.  
1. 32.

(b) Levit.  
25. 8.

(c) Numb.  
35. 11.

Deut. 19.

3.  
(d) Deut.

15. 1, 2.

(e) Exod.

21. 22, 23.  
9.



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oppress a stranger (which it is apparent was of such an one to them as they were to the *Egyptians*) would have permitted the free exercise of Use towards, him could it not have been without either oppression or vexing. And prohibited the *Jews* who (either in respect of their often Releases and Jubilees) could not give the assurances might be required in such contracts, or for some other reasons alone known to the Divine Wisdom. As for the other places in the *Psalms*, *Ezekiel*, &c. they ever seemed to me no more prohibitions, but were to be referred to the first limitations of it. Besides, what was me thought very considerable, no one Writer I met with condemned the *taking* Increase upon lone of Money if offered with willing

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lingness and not contracted for; be the party never so poor that payed it, yet I observed that to be against *Levit. 25.36.* as all oppression in buying and selling. *verse 14.*

Touching the practice of the Primitive Christians there is nothing more plain, than that it was not onely common amongst them, but allowed by Laws, for proof of which there needs no more than the Title *De Usuris*, found in both the Codex of *Theodosius* and *Justinian*, and that in so high a manner as the Emperour *Constantine* at the very time the Council of *Nice* sate, seems to have moderated the

(f) *De usu-  
ris, leg. 1.  
Cod. The-  
od. l. 2.*

excess, (f) yet so as he that lent two Bushels was to receive a third, *usura nomine, quæ lex ad solas pertinet fruges: Nam pro pecunia ultra singulas Centesimas creditor etatur accipere.*

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*cipere.* I know it is not without question what is the meaning of *Centesima*; *Accursius* sayes it was as much as the principal in a year. (g) *Est Centesima quæ sorti in anno æquiparatur.* And elsewhere gives this example. (h) *Sors est duodecim usura fit in anno quatuor, sed et si octo tunc est bes- sis, si æquiparatur sorti tunc est centesima.* And so understands it, he that made the Gloss upon *Gratian* (i) *Centesima dicitur usura quæ sorti æquiparatur in anno.* So that by *Constantine's* allowance no man was to receive of Fruits above a third, but for money by the year the whole sum, which was intolerable. Others are of opinion, that the *Roman* manner of paying for the lene of money being by the month, which *Horace* (k) shews,

(g) Gloss.  
ad Novel.

2.c.4. ad  
verbum

Centesi-  
ma.

(h) Gloss.  
in cod. de  
usuris, Leg.  
26. ad

verb. ter-  
tiam par-  
tem, &

ad Leg. 28.  
in princi-  
pio.

(i) Dist.  
47. c. 2.  
verb. Cen-  
tesima.

(k) *Epist.*  
2. in fine.

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*Hæc ubi locutus sæenerator Al-  
phius,*

*Jam jam futurus Rusticus,  
Omnem relegit Idibus pecuni-  
am ;*

*Quærit Kalendis ponere.*

And of a Debtor to pay use,

(l) *Satyr. 3.* — (l) *Tristes misero venere Ka-  
l. 3. lendæ.*

(m) *Budæ-  
us de assè.  
l. 1.*

They therefore (m) think  
no man should pay more than  
the hundredth part of the  
principal by the month, called  
therefore *Centesima*, which was  
12 per Cent. in the year, a large  
increase, enough to ruine any  
Borrower. But be it which

(n) *De us-  
ris Cod.  
Theod.  
Leg. 2.*

it will, it clearly shews as (n)  
the Emperour *Valentinian* and  
*Theodosius* say, Usury or in-  
crease for money was *jure per-  
missum*.

Neither the Laity alone, but  
Bishops themselves (not so  
careful of their pastoral fun-  
ction

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ction as was fit) did (o) per (o) Cypri  
*alienas provincias oberrantes,* an de lapsis  
*negotiationis quæstuosæ mundi-* Annotat. Pamel. 23.  
*nas aucupari, esurientibus in* cap. 4.  
*ecclesia fratribus non subvenire,*  
*habere argentum largiter velle,*  
*fundos insidiosis fraudibus ra-*  
*pere, usuris multiplicantibus fæ-*  
*nus augere,* so that not content  
 with what the Law allowed,  
 they did increase their stock  
 by use upon use, which how  
 unconscionable it might be,  
 and how performed, I will not  
 here dispute, he that would  
 understand how it past, may  
 read *Accursus* his Gloss. *ad*  
*Leg. 28. Cod. Usuris.*

These exorbitances in the  
 Clergy procured the 17 Ca-  
 non in the Council of (p) Nice, (p) conc.  
 which yet reached none but general.  
 those that were ἐν τῷ κανόνι, edit. Rö- max. 16083.  
*within the rule of the Church. p. 23.*  
 And is undoubtedly there set  
 down not as a thing in its own

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nature bad and forbid *jure divino*, but as we say, *jure positivo*, upon the Churches command. For, first, it did not extend to the Laity, which had it been a sin in it self, could not have been exempted out of the command. Secondly, At the same time the Emperor, so renowned to all posterity for piety and equity in making Laws, establish't the thing it self by an Edict, as did divers godly Princes who succeeded. Thirdly, It only provides for the future, *μετὰ τὸν ἔχον τέτον τόκον λαμβάνων*, *ke that should after that time take Usury*; not with any reference to the past, which had been most inconsiderately omitted, had the thing been in its own nature bad. (q) As the Heathens observed, Laws looked not at offences past, if the thing were not in its own nature

(Neque in ulla Legge prae-  
ritumtem-  
pus repre-  
henditur  
nisi ejus  
rei quae  
fuit iponte  
scelerata  
ac nefaria  
est, ut eti-  
am si lex  
non esset  
magnope-  
re vitanda  
foret. Cice-  
ro lib. 3. in  
Verrem.  
n. 76. p. 75.  
edit. Rob.  
Stephani.  
1339.

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nature faulty. So when it provides only for the future, without any censure of the past, there is a great probability it was tolerable before. Fourthly, the other particulars provided for with the like severity, are cleerly *juris positivi*, as that none should use any manual occupation, for so I interpret *μελαχρειήτους πηγυα* there. Which however it may be very indecently exercised in any of the Clergy, yet certainly hath no other ground for being unlawful than the command of the Church; for St. Paul doubtless did it, *Act. 5. 18. 3. 1 Cor. 4, 12, &c.* Lastly, the offence seems to be much in the quantity, for they exacted not less than *ἡμισίας*, that is, the whole and half.

Conformable to this decree of so famous a Council, divers  
pro-

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(r) *conc.*  
Carthag.  
1. cap. 13.  
Arelaten.  
1. cap. 12.  
Arel. 11.  
c. 14.

provincial ones held at (r) *Carthage, Arles*, and elsewhere, did prohibit Usury, but ever- with the restriction to the Clergy only; indeed the Council of *Carthage* being put in mind by one that in his parts it was condemned in Church-men, *Gratus* the Bishop of that Sea replies, *quod in laicis reprehenditur, id multo magis in clericis oportet prædamari*, which plainly shews it not to be condemned as in its own nature a sin, for then the Laity as well as the Priest had been in all times culpable, but as of that which however in some it might be tolerable, yet was not fitting for them to exercise. And truly the excesses then taken, did so much pass all proportion of Charity, as it well deserved reprehension, and cause the Fathers to speak with  
more



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more earnestness against it than other sins to which men were by nature less addicted than that of Covetousness. And for proof of it, there needs no other testimony than that of *Justinian*, whose care was *veterem duram & gravissimam* usurarum molem ad mediocritatem ducere, &c. and doth therefore establish what should be taken; too long to be here inserted; he that would know more particularly, may have recourse to (s) the law it self. It sufficeth me, that the Emperour having there proportioned what people of several conditions should take, he concludes, *Ceteros autem omnes homines dimidiam tantummodo Centesimæ* usurarum nomine posse stipulari, & eam quantitatem usurarum etiam in aliis omnibus casibus. nullo modo ampliari in quibus

(s) De u-  
ris, Leg.  
26. cod.  
Just.

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*quibus citra stipulationem usuræ  
exigi solent* ; what *dimidium  
Centesimæ* was, I must refer  
you to that I have said before,  
though *Acursius* explains it to  
be half the principal, by this  
verse, *querere semisses possunt  
communiter omnes*. It seems by  
*Noel.* 121. 138. and other  
Laws, Use in those times, how-  
ever thus moderated by the  
Emperour ( who likewise took  
away (t) Use upon use ) was  
very high.

(t) *ibid.*  
*Leg. 28.*

If any shall question how  
these Laws were censured by  
the holy Fathers of those  
times, I confess my self to  
have read nothing in particu-  
lar of those concern *Usury*,  
yet in general (u) *Eusebius*  
observes *Constantine* reduced  
old Laws to more equity, and  
indeed so we find him to have  
(x) done, even those did per-  
tain to debts, which are of  
near

(u) *De vi-  
ta Con-  
stantini,*  
*l. 1. c. 26.*  
(x) *De ex-  
actionibus*  
*Leg. 3. l. 11.*  
*Cod. The-  
od.*

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near Relation. And of *Justinian* we find this testimony in the sixth general Council, (y) *Conc. general.*  
 ὡς πάντας ζηλωτὴς τῆ ἀλη- *p. 45. b.*  
 θείας καὶ ἀποστολικῆς πίστεως ὁ *tom. 3.*  
 ἐν εὐσεβεῖ τῇ μνήμῃ Ἰουστινιανὸς *edit. Rom.*  
 ὁ βασιλεὺς, ἔπινεν, ἡ ὁρθότης τῆς *1612.*  
 πίστεως ὁποῖον ὡς τῆ εὐλαβείας *Act. 4.*  
 ὁμολογίας τῷ θεῷ ἤρεσε τοσαῦτον *Sext. Syn.*  
 τὴν χριστιανικὴν πολιτείαν  
 ὕψωτε, καὶ μέχρι τοῦ νῦν ἀπὸ  
 πάντων τῶν ἐθνῶν ἡ αὐτὴ θεο-  
 σεβῆς μνήμη προσκυνήσεως ἀξιῶ-  
 ται, ἔπινεν, ἡ ὁρθότης τῆς πίστεως  
 διὰ τῶν σεβασμίων αὐτῆς ἠδύκταν  
 ἐν ὅλῳ τῷ κόσμῳ διακειδεῖσα  
 ἐπαινῆται, Which I translate  
 thus; *Justinian a King of hap-  
 py memory, above all things jea-  
 lous of the true and Apostolique  
 Faith, the truth of whose belief, as  
 much as it did please God by his  
 sincere confession, so much did he  
 raise the most Christian policy;  
 the Godly memory of whose de-  
 votion*

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*otion is to this day famous,  
and the truth of his Faith dis-  
pers'd throughout all the World  
by his Imperial Edicts is praised.*

(2) *Ibid.*

p. 58. *Epro-  
pe finem*

*Actionis 4.*

And somewhat after (2) τε-  
λευταίς μὲν ὁμῶς ὃ πάντων ἐξο-  
χωτέρῃ τῇ μεγάλῃ ἐκείνῃ Ἰουστι-  
νιανῷ ἔτι καὶ ὡς ἡ ἀρετὴ ἔτω καὶ  
ἡ εὐσέβεια εἰς κρείττονα τάξιν ἀνε-  
καίνεσε τὰ πάντα. That is, *The  
great Justinian, the last, but  
most worthy of all, whose vertue  
and godliness reduced all things  
to a better order. How can we  
then imagine Princes, so pious,  
so careful to correct all they  
found amiss, should permit  
what was so full of sin as some  
now take it to be?*

And thus for ought I know  
stands it amongst the Eastern  
Christians to this day, unless  
the *Mahumetan* have made in  
some parts an alteration. But  
in *Europe* after the year 800,  
that

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that *Charles* the Great divided the Empire, it received some change: For in his Capitulars we find a clear determination that it ought not to be ; (a) *Usuram non solum clerici sed nec laici exigere debent*: Which is the first prohibition I have at all met layd upon the Lay. The Council of *Nice*, and the (b) Canons attributed to the Apostles, did condemn it in the Clergy, and so likewise did some particular Synods. And that of *Carthage* did not approve it them; and *Leo* the first, who went farthest, did grieve (c) *condolere* the exercise of it did *cadere in Laicos qui Christianos se dici cupiunt*, intimating it had been a greater perfection of Charity, had they abstained from it; but none extended to a command, or to determine it a thing they ought

(a) *Carol.*

*Magn. &*

*Ludovic.*

*pij capit.*

*Iib. 5. cap.*

*35. lib. 1.*

*c. 5. 38.*

*130. &c.*

(b) *Can. A-*

*post. cap.*

*44. at post*

*Gratian.*

*cap. 43.*

(c) *Leo*

*Epist. 1.*

*cap. 3. p. 5.*

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ought not to do, before this Decree of the Emperor; which no doubt wanted not Pens to defend it; for about two hundred years after, certain learned men collecting out of Councils and Fathers, such Rules as were most apt for the Government of the Church, and direction of a Christian, called therefore Canonists, as those who were the beginners of the Canon-Law, such were *Burckardus* Bishop of *Wormes*, *Ivo* of *Chartres*, and *Gratian* a Benedictine Monk, who writ the last of them, yet began his Work 1151, (d) and finished it ten years after; neither of them omitted sundry (e) Chapters in condemnation of *Usury*, and were therein followed by Canonists, Casuists, and Schoolmen, insomuch as there

(d) *Hist.*  
*Bologn. da*  
*Ghirrar-*  
*dassi lib.*

3.  
(e) *Burch.*  
*lib. 2. cap.*  
*129. Ivo.*  
*par. 6. cap.*  
*196. &*  
*par. 13 in*  
*principio*  
*Gratian.*  
*Dist. 47.*  
*caus. 14.*  
*q. 3.*

(f) *Decre-*  
*tal. lib. 5.*  
*tit. 19. in*  
*sexto lib. 5.*  
*tit. 5.*  
*clevent.*  
*lib. 5. tit.*  
*5, &c.*

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there is hardly any collection of the (f) Canon-Law since, without one title *de usuris*, it turning infinitely to the advantage of the *Ecclesiastick*, who by that was made judge of almost all Agreements between man and man, as who shall read the Title in the Canon-Law, and what the Doctors have writ of *Usury*, restitution upon it, and participation with the *Usurer*, &c. may plainly discern. And not content with what hath past *in foro animæ*, in private, they have gone so far, as a

(g) Temporal Judge, being sometimes ready to give sentence upon a Contract, hath been stopt by the *Ecclesiastick*, on a pretence the Bargain was Usurious. Yet the necessity of humane commerce hath caused divers, so great enemies to the name of

*Use*,

(g) Hieron  
de Geval.  
de cognitio-  
ne per vi-  
am violenti-  
æ par. 2.  
q. 96.

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\* A Mountain of Piety, is a stock of Money raised by the Charity of good people, who observing the poor

Use, with their \* Mountains of Piety, their distinctions of *lucrum cessans*, and *damnum emergens*, to palliate so the thing it self, as to call that no Usury, which hath the same effect, at least to my understanding.

ruined by the Usury of *Jewes*, did voluntarily contribute good store of Treasure, to be preserved and lent unto them, whereby they upon security might have money at a low rate to relieve their wants, which because the mass is great, and the thing pious and charitable in it self, is called a Mountain of Piety. But in respect the Officers and other charges incident unto it cannot be had without some emolument, therefore the borrower pays somewhat by the Moneth for the lone of that he receives. *Cajet opusc. de monte pietat. cap. 1.*

There is another sort, which is, when a Prince or State hath need of a good quantity of Money, and doth for his supply, either impose a Lone upon particular men, or voluntarily receive a good sum from them, and for their security assigns of his Revenue 5, 6, 7, or 8 *per cent.* This differs from Use-money with us, in that the lender cannot at his will call it in, or make use of the money it self, otherwise than by transferring his right in the Bank to another, only the Prince at his pleasure may, by paying all in, dissolve the Bank. *Antonin. par. 2. tit. 1. cap. 11. in principio.* And there wants not learned men which hold both these ways of



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receiving increase to be Usurious, and likewise that defend the contrary, that neither of them is, See *Matheo Villani lib. 3. cap. 106.*

After the year 1200 much of the Ecclesiastick power, especially what concerned Heresie, was delegated by the Pope to certain *Inquisitors* (called since the Court of Inquisition) (b) whom *Alexander* the fourth, about the year 1255 did expressly charge not to meddle with any Question of *Usury*, though there wanted not some, who in that Age affirmed, *Usuram non esse peccatum mortale*, as appears by (i) History, and that resolution of *Clement* the fifth in the Council of *Vienna*, 1311. *Si quis in illum errorem inciderit ut pertinaciter affirmare presumat, exercere Usuras non esse peccatum, Decernimus eum velut hæreticum puniendum.* Upon which the *Inquisitors* grew very

(b) *In sexto de usuris c. 8. q. de questionibus.*

(i) *In Clement. de usuris cap. unico. & Giovan. Villani. l. 12. c. 57.*

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very busie in many parts. At  
 (k) *Giov. Villani ib.* Florence in the year 1345, (k)  
 upon a great disorder that  
 then fell out, they were for-  
 ced by Laws conformable to  
 those of *Perugia, Spain, &c*  
 to regulate their power  
 though in (l) *Arragon* by a  
 Bull of *Leo* the tenth it seems  
 they now proceed in such  
 causes. In *Venice*, that wise  
 State would never admit the  
 Inquisition (m) *Che si trattino*  
 (n) *Tatto a Paramo. de origine Inquisit. lib. 2. c. n. 36.* *causi di usura di qual si voglia*  
 (m) *Tatto a Paramo. de origine Inquisit. lib. 2. c. n. 36.* sorte, to meddle with any kind  
 of *Usury*, nor the Trade of  
 any Artisan, &c.  
 Touching the Church of  
 (n) *Epist. Constant. apud Socr. lib. 1. c. 6. & apud Theod. lib. 1. Hist. cap. 10.* *England*, farther than that  
 the Council of *Nice* was re-  
 ceived both by the (n) *Bri-*  
 (o) *Beda l. lib. 4. c. 17.* *tans* and (o) *Saxons* even at  
 the very first, I know no par-  
 ticular prohibition of *Usury*,  
 (p) *c. 17. p. 299. concil. Spelm.* if we omit that imper-  
 fect clause (p) in the Council  
 of

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of *Calcuith*, about 787, till *Edward the Confessor*, who having lived long in *France*, and seasoned with the Principles of that Kingdom (q) did

First, banish all Usurers out of his Kingdom. (q) cap. 37.  
Leg. Ed. p.  
151.

Secondly, if any after that prohibition should be found to exercise it, he then confiscated all he had.

Thirdly, he barr'd them of the Protection the Law afforded, and gives this reason, that having lived in the *French Court*, he had learnt,

*quod usura radix omnium malorum esset.* But as a (r) learned Gentleman wisely observes, Too severe Laws are never duly executed; so hapned it with this, which certainly was not all put in practice in *England*, for in the year 1126 in (s) a Council held at *Westminster*, by Cardinal de Cre-

ma

(r) See Mr. Stit 3. c. 74. p. 163.  
(s) Sim. Dandm. An. 1126. Coll. 254. 19. ut Constit. Florent. Vigorn. Anno 1125. p. 501.

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ma the Popes Legate, and the Clergy of England, we find it only prohibitory to those of the Church; *Usuram & turpe lucrum clericis omnimodis prohibemus, qui vero super crimine tali confessus fuerit aut convictus, à proprio gradu dejiciatur.* And again in another held at the same place by (t) Albericus Bishop of Hostia the Popes Legat 1138, thus, *Fœnoratores Clericos & turpia lucra sectantes, & publica secularium negotia procurantes, ab officio Ecclesiastico nihilominus removens censemus:* Which is indeed no more than a renewing the Nicene Canon, of which before. After this I do not remember any one made directly against it in England. Neither hath *Lynwood* any Title of it, though there be so many in the Common Law, nor  
art

(t) Apud  
Richard.  
Hagulstad.  
p.327.66.

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at all that I know doth he touch upon it, unless in one (u) place, and that very lightly, which shews clearly it was not much prosecuted here. (u) De pig-  
noribus. c.  
unico ver-  
bo Usura,  
fol. 81. a.

By these steps that which at the first was exercised by Bishops and others, afterwards forbid the Clergy, as what might (x) intangle them in the affairs of this world, and shew minds (y) too greedy of filthy lucre, allowed by so many Imperial Edicts of the most pious Emperours, first became disliked in the Lay, after that prohibited, and then they proceeded so far, as to determine to affirm it no sin, was Heretical. (x) 2 Tim. 2. 4.  
(y) 1 Tim. 3. 8.

Upon the whole matter I could not conclude, either by express words, or necessary inference out of Scripture, or the practice of the Primitive

B                      tive

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tive Church, either giving, or taking use for money lent, to be in its own nature amongst Christians sinful, so as no other circumstance made it so, as either the exacting the height the Law permitted, or upon the borrowers poverty, not accepting what he is willing and able to pay, but with rigour forcing from him the uttermost penalty, or using some other way against Charity, not so fit for me to explicate; In short, I saw no reason not to submit to that of *Alstedius*,

(2) *Cas. Conscience.*

c. 20. n. 29.

p. 418.

(1) *Epist.*

383.

(2) *Usura non est intrinsicè sive suo genere mala, sed est res indifferentis*; nor to deny that of (a) *Calvin*, *Nulla testimonio Scriptura mihi constat usuras omnino damnatas esse.*

Yet I do not take upon me to determine it to be absolutely lawful, I leave that  
to

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to some learned Divine, only I have here historically related what I met with in the inquiry. I know many of Conscience and Learning are of a contrary opinion, and I take this to be of that nature

(b) St. *Augustine* in one place held Purgatory, *utrum ita sit, quæri potest et aut inveniri aut* (b) Enchirid. vid. c. 69. to. 3.

*latere*, that every man ought to satisfy himself, and do accordingly. Men of great Sincerity and Judgment may differ in Theological tenets.

Cardinal *Cajetan*, of that integrity *Chamier* hath left this testimony of him, (c) *Vir meo*

*judicio quamvis Papista tamen candidus, plurimumque distans* (c) Chamier. de canon. to 1. lib. 12. c. 1. n. 34. p. 424.

*ab ea pertinacia quam in reliquis deplorare cogimur*, is fully of opinion the paying money for loan to those Banks are called Mountains of Piety is (d) Cajet. opuscul. to 3. de monte pietat. cap. 6. 9.

(d) unlawful and usurious.

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Cardinal Tolet, in whose Writings, to use *Casaubon's* words,

(e) *Causab. ad Fron. to-  
nem Du-  
cum. Epist.  
p. 38.* (e) *cum eccellente rerum Philo-  
sopharum et Theologicarum no-  
titia par certat modestia*, is  
clearly contrary and against  
him, holding them very law-  
ful. In these disputes I can-  
not but think of that of (f)

(f) *Quæst. quodlibet.  
ut citatur  
apud Anto-  
nin. par. 2.  
c. 11. Sect.  
28.* (f) *Aquinas Quando quæstio qua  
quæritur de aliquo actu utrum  
sit peccatum mortale vel non, ni-  
si ad hoc habeatur auctoritas ex-  
pressa Scripturæ sacræ, aut Ca-  
nonis, seu determinationis ec-  
clesiæ, vel evidens ratio, non  
nisi periculosissimè determinatur;*  
and indeed, if he mean by  
the determination of the  
Church the four, nay that of  
Faith that was resolved in the  
six first general Councils, I  
know nothing to oppose a-  
gainst it; but of this too  
much.

Whilst I was thus in search,  
this



*To the Reader.*

this piece I now give thee, which was written almost thirty years since by Sir *Robert Filmer*, (a very learned Gentleman) for satisfaction of a person of worth, and relation unto him, fell into my hands, from whence some friends were importunate for copies of it, I fearing the thing it self might receive injury by ill Transcribers (as those of some (g) famous writers have done) I have (g) S. Aug. Retract. 2. cap. 13. put it to the Press. If thou beest a Lender and it shall not satisfy thee in the receiving profit for loan of money, I can assure thee it hath me fully in the paying of it. Farewel.

*East-Peckham,*

*Roger Twisden.*





The Author's  
PREFACE.



*If Exceptions be taken either to the Argument or Author of these Notes, The Answer must be, This question of Usury concerns no Article of Faith; But is a point of Morality, and case of Conscience, and in that regard it admits of a disputation without Scandal: the rather, for that the Church of England hath not Defined or Described Usury. The Divines of the reformed Churches are divided in this Controversie; The greatest part of them oppose or mislike the rigid assertion of such as condemn all Contracts for gain by lending;*

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ing; *Namely*, Bishop Babington, Mr. Perkins, Dr. Willet, Dr. Mayer, Mr. Brinsley, *and others here at home; and abroad*, Calvin, Martyr, Bucer, Bullinger, Danaeus, Hemingius, Zanchius, Ursinus, Bucanus, Junius, Polanus, Molineus, Scultetus, Alstedius, Amesius, Grotius, Salmasius.

*The Author, though he be neither Divine by calling, nor by profession a Scholar, yet as he is a rational man he may, and as he is a Christian he ought, for the direction of his own practice, to examine what may be done with a safe Conscience, and what not. The Civilians and Canonists frequently dispute of the nature of Usury, he knowes not but that any other Laique may do the like. The Argument was first undertaken for the satisfaction of the tenderness of the conscience of others, and not to justify any practice of the Authors, who hath always given, but not taken Usury. This point of Usury, as it is at this day controverted, is a meer popish question; first broached by the Schoolemen and Canonists, no ancient*

## The Author's Preface.

*cient Father or Writer that I know of ever defined or disputed it. Since the Reformation Melancthon and Chemnitzius are the only noted men abroad, and here at home Dr. Downam Bishop of London-derry in Ireland, Dr. Fenton, and learned Dr Andrews late Bishop of Winchester. I have made choice of Dr. Fenton's Treatise to examine, because it is the latest, and I find little of any moment but is in him. I desire his book may be first thoroughly read, for otherwise, what I write will not so easily be understood. To give some brief account to the Reader of the substance of the scattered arguments in this Tractate, he must know; That my scope and intention is to shew that Usury is nowhere in Scripture forbidden to Christians: but that it is as lawful as any other contract or Bargain, unless the laws of the Land do prohibit or moderate it, as a point of state or policy. And that no State or common-wealth can or ever did stand without it, or that which in contracts is equivalent to it, since the valuation of*

## The Author's Preface.

*the use of money is the foundation and rule which govern the valuation of all other sorts of Bargains. I further maintain, that Usury was never forbidden to the Jewes; only by (reason that by a more special appointment of God they dwelt in a land in the midst of many strangers) Moses made a politick Judiciall law, that the Jews should take Usury of those strangers, and not of their poor brothers, not much unlike, as if the King should ordain in London, That Citizens should take Usury of men of Middlesex, and not of poor tradesmen of the City. More particularly, I undertake to manifest, that the Definitions of Usury (wherein Dr. Down and Dr Fenton mainly differ between themselves) are neither warrantable by the rules of art, nor justifiable by any proof or ground in Scripture, or by any testimony of antiquity either in Councels or Fathers. And that the laws given by God about Usury are such as by the Colerence of the Texts, and the conference of other places, do shew that those laws did only intend a prohibition*

## The Author's Preface.

*prohibition of taking Usury of such as borrowed in case of extreme necessity, and were so poor that they were in Charity to be relieved. And yet those laws which did in such case only prohibit Usury to the Jewes, were not moral or perpetual, but Judiciall and temporary, and no way bind us, but we are left to the laws and customs of the Kingdom to guide us in our Contracts so long as they be not contrary to the rules of Charity. I shew that all the properties of Letting do agree to money. And that Usury in it self is neither unnatural, ungodly, unjust, or uncharitable. Lastly, I do shew that Dr Downam, Dr Fenton, and all others that do most condemn Usury, are forced to confess at last that Usury may be lawful; they all allow the taking of Interest, Mortgages, Annuities and Leases for yeares, all which by their own expositions and confessions are of the same nature with Usury, and do only differ in the manner of the security or contract: after they have eagerly disputed that all Contracts for gain by lending are Usurious,*

## The Author's Preface.

*ous at the end they quietly conclude, that the Contracts are not Usury, but only the secret intention of the heart makes it to be Usury or not Usury.*

*Thus in few words they overthrow at last the foundation of their own doctrine, and play fast and loose by a multitude of their irresolute distinctions, so that either their conclusion must be that Usury is lawful, or else they can conclude nothing at all.*

*If I wrong either Dr. Fenton, or the truth, I desire friendly to be shewed my error. I do not follow him here Line by Line, for so I might tire myself, and vex others with unnecessary tautologies: I have only endeavoured to extract the quintessence of his reasons, and to apply myself to the examination of them. His Reasons not his Rhetorick I except against, whether Justly or Unjustly let others judge, to whose Censure I submit these Papers.*

*I would fain know of the Ministers of the Gospel, who do often reckon up in the pulpit Usury as one of the Cry-  
ing*



## The Author's Preface.

ing sins, what warrant they have in the Gospel for such boldness : *we find several sins numbred up by our Saviour and the Apostles, but Usury never so much as named for a sin in the whole New Testament. St. Paul in the first to the Galatians, doth with one breath reckon up together seventeen sins which he reproves, and yet Usury is none of them. But many preachers cannot Reckon up seven deadly sins except they make Usury one of them.*

Robert Filmer.

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THE



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A TREA-



A  
T R E A T I S E  
O F  
U S U R Y.

---

*Touching the Definition of Usury.*



Let pass Dr. *Fenton's* Chapter of names of *Usury*, because he Confesseth that by them he hath proved *little or nothing at all*, Page 12.

The main point is the Definition, which he saith must not be *omitted*, or *slightly passed over*, because it is a great

great and necessary question to resolve the understanding what that Usury is, whereof we dispute, pag. 13. And therefore he doth intitle his first book wholly about the Definition of Usury: although when he comes unto the point, he doth nothing less than define it; As may thus appear: *Actual Usury* (saith he) pag 15. is of divers diversly described, a variety tedious to relate. First, in stead of all unlawful Usury, he speaks of a description of part only, to wit of *actual usury*; whereas he should first define, and then divide: but inverting the Rule of method, he suffers *mental usury* (which he saith is a sin) to escape out of his description.

Neither doth he so much as describe *actual usury*, only he tells us of diversity of descriptions of others, but never lets us know which he approves. Yet at last he *contracts* the pith in three words, but resolves not how we should place them; so leaves us to a thus, or thus, or thus. First, he

he puts *Lucre* in the place of the *Genus*, and *Covenant* in the room of a difference. Secondly he makes *Covenant* the *Genus*, and *Lending* the difference; and lastly he puts *Lending* for a *Genus*, and *Lucre* for a difference. Thus by turning the *Genus* into the difference, and the difference into the *Genus*, he leaves us uncertain of his description, yet concludes that within the *compass of three words we may find Usury*; but who knows not that three words diversly placed breed many times different, and some times contrary senses. Yet this is all the definition you are like to find in him. And thus in few lines he passeth over *slightly that necessary question* which would resolve our understanding *what Usury is*.

But let us draw a little closer, and examine the pith of these three descriptions cited by Dr. *Fenton*, and contracted in three words.

*Pañum ex mutuo Lucrum.*

Usury

Usury is { *Lucre for Lone upon Co-  
venant; or  
The Covenant of Lucre for  
lending, or  
Lending upon Covenant for  
Lucre.*

1. Whereas he saith *Usury* is *Lucre*, he seems to make *Lucre* or *Gain* to be the *Genus* of *Usury*. This undoubtedly is a false *Genus*; For certainly *Usury* is a sin of Commission, and therefore an *action* of operation; so that *Lucre*, or gain which is only a *passion* or *product* of Lending, cannot be the *Genus* of it.

2. He maketh *Covenant* to be the *Genus*; Let me ask him but this question; A Father to stir up only, and trie the industry of his Son, doth lend him an hundred pound with a *peirastical* covenant for *Gain*, not intending with himself to take any interest at all of his Son; Doth any man take this to be *Usury* in the Father, who never meant to take the least increase from his Son? Surely then the bare  
Covenant

Covenant cannot be the sin of *Usury* in this case.

3. He saith, *Usury is lending upon Covenant for Lucre*. In this description, as also in the two former, I find a manifest contradiction of his own Principles and Grounds. *To lend for gain is no lending at all; for Lending* (saith he, pag. 16.) *in its own proper nature is free; Letting is for hire or gain*. So that by this his Doctrine, *Lending for gain is no lending at all, but letting or hiring out*. Therefore if Dr. *Fenton* had been true to his own principles, he should have defined *Usury* to have been *Letting upon Covenant for Lucre*; or in brief, *Letting or Hiring of Money*, But both Dr *Fenton*, and all other *Antidenists* cannot endure to have *Usury* called *Letting or hiring of money*.

Moreover, I find in these three descriptions, that he imagineth the Gain or Lucre is for the *bare act of Lending*; In which he is much mistaken: It is not for the lending, but for the *using* of

of the thing lent that men give *Usury*: and answerable to the time for which Money is let, the increase or *Usury* is more or less, although the simple act of Lending be alike in both. The ordinary word *Usury* (which Dr. *Fenton* derives from *usus rei*, the use of the thing) teacheth, even children, that usury is given for the Use of the thing, and not for the bare Lending,

Again, in these his three descriptions the word *Covenant* is perpetually found, without any warrant of Scripture: Yet he pretends by *deduction* to fetch it out of the Text in *Exod. 22. 25. Thou shalt not be as an Usurer unto him, thou shalt not oppress with Usury.* In the Original it is, *Thou shalt not exact*, and, *thou shalt not impose Usury.* From whence Dr. *Fenton* concludes, that there can be no exaction or imposition upon a free person, but by way of *Covenant. pag. 26.* Under favour, this his inference is false; for exaction may be of things neither covenanted



covenanted for, nor due. In the construction of our common Law, and of our vulgar phrase, *Extortion*, and *Exaction* are thus distinguished, *Extortion* is a wrong in taking more than is due, *Exaction* is the taking of that which is *not due at all*: Which distinction were false, if that *Exaction* must be by precedent contract. The poor Jews did ordinarily borrow victuals, money, and other necessities upon Pawns, as may appear by many Texts. The Lender, who did take the pledge as a caution for his Principal, might detain it from the poor Borrower untill he would allow some gain above the Principall, and by such unjust means *exact* or *impose* an unconscionable increase, without any precedent Covenant.

There is small reason to imagine, that such indigent people (as are described by *Moses*) who borrowed only to supply a present want, should have credit sufficient to take up so large a sum for so long a time as might deserve

deserve an Obligation or Covenant for the payment of encrease. A man who could not have his Bond taken, might yet have his Garment received for a Pledge; and Pledges were ordinarily given with intention of speedy redemption, because raiment is almost as necessary as food. The borrowing in this kind being of things of so small value (that the use of them for a small season was hardly valuable) might be a great reason of the prohibition of *Usury* by *Moses* in such cases: Neither is a man that lends upon Pawns in the like hazard with him that takes Bonds, or such securitie.

It is the confession of *Dr. Fenton*, that *When the Law against Usury was given, there was none that borrowed but only the poor for need, and upon necessity.* Therefore without better warrant by direct and literal proof from the Scripture, it cannot be evinced that this word (*Covenant*) must necessarily be required in the definition or description

tion of Usury, although Dr. *Fenton* conclude, *it is no Usury except it be by Covenant*, or by some dumb Contract at the least.

Dr. *Downam* omits this word *Covenant* in his definition of *Usury*. I am strongly perswaded by a place in *Nehemiah*, to think that *Usury* doth not consist in *contracting* for gain. I find in the sixth Chapter, a grievous oppression described; *A great cry of the people against their Brethren the Jews; they were forced to take up Corn for themselves, their sons and daughters, upon mortgage of their lands, vineyards, and houses, they sold their children for bond-slaves.* These were men oppressed by Contracts, and were to pay twelve in the hundred, as appeareth by the eleventh verse. And yet for all this, there are such passages and circumstances of the text as move me to think that this Oppression was not properly Usury.

First, *Nehemiah* never calls it *Usury*, but only a *Burthen*; neither the word

word *Neshec*, nor *Tarbith*, nor *Marbith* is to be found in this Chapter, and yet these are the only words in the Law to express *Usury*.

Secondly, *Nehemiah* never tells the Nobles and the Rulers, that they had broken the Law against *Usury*. Any man would think, that to rebuke and reclaim men from their sin, the way had been to have named it in particular, or the Law by which it was prohibited: but *Nehemiah* doth neither of these, he only tells them, *it was not good what they did*, and asks them *if they ought not to walk in the fear of their God, because of the reproach of the heathen their enemies*; not because of a particular Law against *Usury*, but for that the name of God should not be blasphemed by the heathens, when they saw how miserably the Jews did oppress one another.

Thirdly, *Nehemiah* tells the Nobles, *that he and his servants might have exacted as well as the other Nobles*: Whereas if this exacting had been *Usury*,

*ury*, he could not justly say, that *he might have exacted*, for it had been against the Law.

Lastly, *Nehemiah* doth not threaten to punish them as he was a Magistrate, but entreateth them by his *charitable* example to leave off their exacting that *Burthen*.

So then *Nehemiah* never naming *Usury*, nor mentioning the Law against it, but supposing the act of the Nobles to be lawful, but not expedient, doth encline my belief to think, that this Oppression was not properly *Usury*, although it had a Covenant for gain.

And one reason why this was not *Usury* might be, because the people were not primarily such poor necessitated brethren as are described in the first Laws against *Usury*: For though these fell into want, yet at the first they had *lands, houses, vineyards, and olive-grounds*, for which they were to pay unto the King a yearly Tribute.

Another reason that avails with me to perswade that all contracts for gain

are not prohibited as *usurious*, is the testimony of our Saviour, *Luke 19.23.* who mentions a Bank of *Usury* in the Jewish Common-wealth, out of which a man by delivering in his money, might at length receive his own with *Usury*. Although our Saviour do neither shew dislike nor approbation of such a Bank, yet for it to be within any City of the Commonwealth of *Israel*, without the ordinance, or at least allowance of the Prince or Magistrate, is a thing most improbable. And almost as unlikely that the State should tolerate such a Bank if all *Usury* were of it self unlawful, and also so pernicious to the Commonwealth by the oppression of it as *Dr. Fenton* pretends.

I find many reproofs in the Gospel of the false glosses and interpretations of the Scribes and Pharisees, whereby they perverted the Law in many things; but I find not any rebuke of the Magistrates for this of *Usury*; if it had been such a publick violation  
of

of the Law, it could not have been forgotten by our Saviour Christ and all his Apostles.

But to what purpose it is to dispute about the terms of the description of *Usury*? or what sort of Contract it is? when it appears plainly in *Dr. Fenton*, that not only the Covenant of lending, but also ( in his opinion ) *buying, selling, letting, exchanging*, and the rest, may be all Contracts of *Usury*. To give an instance, these are his words, pag. 21. *With a hundred pound I purchase an annuity of twenty pound per annum for ten yeares: this is Bargain and Sale, differing in the manner of the Covenant, yet is it the same thing in truth with Usury.* And so in another place ( pag. 129. ) he saith the like. I must say this is an expresse contradiction, to affirm that purchasing is buying, and another manner of Covenant differing from Lending, and yet to say in truth it is the same with *Usury*, which he saith is Lending, this is to make buying and lending all one. And to

confound all Contracts.

As the term of *Covenant* is not to be found within the Texts against *Usury*, so in the Fathers of the Church there is no mention of it ; they abuse us therefore, who pretend the consent of the Primitive Church for the condemning of all *Contracts* of gain for the use of money. The truth is, the *Canonists* and *School-men* were the first broachers of these descriptions of *Usury* which are now pressed upon us by some few Modern Divines. Antiquity was more modest and observant of the phrase of *Scripture*, which doth deliver the Laws against *Usury* in such restrained terms as are by a just construction applicable properly to the Rules of Charity and Equity, for the relief of the poor only.

From the Canon-Lawyers ( who are the Popes learned Counsell in the Law ) hath Dr. *Fenton* borrowed not only his descriptions, but also his arguments and distinctions at the second or third hand : For he takes all  
from



from *Dr. Downam*, *Dr. Downam* from *Melancthon* and *Chemnitzius*, and these two fetch it from *Canonists*, *Casuists*, and *School-men*. And although *Dr. Fenton* be free from the sin of *Usury* by borrowing freely his whole Treatise from *Dr. Downam* without paying the interest of one new Argument or Reason: Yet if *Dr. Fenton* did not Contract with *Dr. Downam* for the borrowing of the Treatise, he is little less than a Plagiary, and if we take this word in as large signification as they doe the word *Usury*, it will follow, that though *Dr. Fenton* be not guilty of paying *Usury*, yet he hath offended against another Law in *Exod. 21. 16* *Dent. 24. 7.* which is the greater sin; for although the Law of God appoints no punishment for an *Usurer*, yet a *Plagiary* was to be punished by death.

2. *Of Testimonies of Scripture.*

I should have proceeded now to examine the properties of *lending* and *litteng*, and how they differ; but be-

cause I find mention of them in several places of my Author, I will reserve them a while, and first handle the Texts of *Scripture* that are most material in this controverſie.

Three texts onely are to be found in the law of *Moses* about *Usury*. In the two first the poor is most expreſſly named, and in the third neceſſarily implied. *Exod. 22. 25. If thou lend to my people the poor with thee, thou ſhalt not be as an Uſurer unto him. Thou ſhalt not oppreſs with Uſury, Levit. 25. 35. If thy brother be impoveriſhed or fallen into decay with thee, thou ſhalt relieve him—— take thou no Uſury of him or increaſe—— thou ſhalt not give him thy money upon Uſury, nor lend him thy victualls for increaſe.* By theſe two texts we have an exact deſcription of the poor, who muſt be one impoveriſhed and fallen into decay, one whoſe hand ( as the text is ) is weakened and ſhaketh that he cannot labour, one whom thou haſt need to receive and relieve, and one who is forced to borrow

row victuals for necessity. The third text though it doth not expressly name the poor ; yet that it hath reference only to such is most probable. First, because as in the former text in *Levit.* where the poor are described, and one of their properties mentioned to be borrowing of *Victuals*, so in *Dent. 23. 19.* where the name of poor is omitted, yet the property of borrowing food is set down, which to be the Custome only of the poor in extreme necessity, common experience doth daily teach us. Secondly, the law here doth only use the word of *biting* or *Nescher*, which word is also onely used in the first text, where the poor is named. Thirdly, if we will allow ( as all men do, and as we needs must ) this law in *Dent.* to be the same with that in *Exod.* and *Levit.* then it must have the same *object* the poor, and the same *end*, which is the relief of the same poor, for we find no other reason or end alleged in Scripture for the prohibition of *Usury*, but that the *poor brother*

*may live with thee and have sufficient for his need.* God where he tyes men to lend, he provides and binds them to lend freely. The law is, *if there be among you a poor man of one of thy Brethren, thou shalt not harden thy heart, nor shut thy hand from thy poor brother, but thou shalt open thy hand wide unto him, and shalt surely lend him sufficient for his need in which he wanteth.* Dent. 15. 7, 8. For the observation of this law God was careful that this lending should be without *Usury*: He makes no law to bind men to lend unto the Rich, and therefore there is no law to restrain taking *Usury* of them: The lending to the poor was to be so free that it must be in the next degree to giving, and we find that to this law that commanded *Lending*, is added in the very next verse, *Thou shalt surely give him, and thy heart shall not be grieved when thou givest unto him.* Likewise in *Levit. 25.* it is said, *thou shalt relieve him, and then it followes presently take no Usury of him.* Thus the  
Scripture

Scripture doth couple the work of *Charity* with the prohibition of *U-  
sury*, to teach, that they are both con-  
versant about one and the same *object*.  
Therefore he that shall make the Rich  
also the object of this law in *Dent.* he  
must of necessity invent some new  
*End* and *Reason* of it more than the  
Scripture doth afford, and also make  
the laws themselves to differ; wher-  
as a true reason why the law in *Dent.*  
is in so short termes, may be for that  
the law having been twice before  
more particularly set down, *Moses*  
doth in *Dent.* only repeat it in brief  
and few words, as being sufficient to  
call it to their remembrance, now  
they were ready to enter into the  
land of promise. If we consider also  
the unmercifulness of the Jews a-  
mongst themselves, it was high time  
to make provision for the poor, they  
would not stick it seems to strip a  
poor man stark naked for a debt, as  
appears by the law concerning the re-  
stitution of pledges before sun-set if  
C 5 they

they were *the covering only* and *rayment for the skin* wherein a man might sleep, *Exod. 22. 26.* Besides, they would forbear to lend to the poor because they were in danger to lose their debt if they did not recover it before the seventh year. The law is *Dent. 15. 1.* *Every seventh year, every creditor that lendeth ought unto his neighbour shall release it, — that which is thine with thy brother thy hand shall release.* This releasing of debts had the same end with the prohibition of *Usury*, the relief of the poor; and although this law of releasing be delivered in the general terms of *neighbour* and *brother*, yet they must be understood only of the poor brother, as it is most apparent by the exception following in the fourth verse, which saith this release must not be *save where there shall be no poor among you*: and in the 11. verse, after the releasing of debts, and the lending to the poor enjoined, the conclusion is, *for the poor shall never cease out of the Land, therefore lend to thy*

*thy Brother, to thy poor, and to thy needy in the Land.* These places do teach us that this word *Brother* is sometimes in a special sense used for the *Poor*. This law of releasing made men afraid to lend, and therefore God warnes them in the ninth verse, *Beware that there be not a thought in thy wicked (or Belial) heart Saying, the Seventh year, the year of release is at hand, and thy eye be evil against thy poor Brother, and thou givest him nought.*

Now since the law of God which prohibiteth usury only in three places, hath in the two first expressly named the poor, and described them, and in the third cleerly intimated them, By what reason, Conscience, and Charity, can any man extend those lawes to all men in general, which the Holy Ghost hath so carefully restrained to the poor? And since the Law first given against *Usury* doth mention oppression of the poor, I wonder Dr. Fenton would not fetch his definition from the text, and call *Usury* oppressive lending

lending to the poor: but never mentioning oppression of the poor, he calls it a *Covenant of gain for lending*; which is quite beside the text, which seemes only to forbid *Usury* to such as stand in need to be relieved by our Charity.

And for this cause I do conjecture *Calvin* did say, that unto him it did not appear by any testimony of Scripture that all *Usury* is altogether condemned, and it is conceived that one reason why the law of *Moses* doth appoint no kind of *Judicial* punishment for *Usury*, might be, because the sin is determinable only by the judgment of a mans own Conscience, and not by any precedent contract for gain.

As for those texts in the *Psalms*, *Proverbs* and *Ezekiel*, their general words cannot make any new law, but their rebukes and exhortations relate to the breach or observance of the law formerly gived by *Moses*: And even *Ezekiel* who most declaims against *Usury*, *Ezek.* 18. 17. joynes it with  
with



with making the poor *Sorrowful*, *not giving bread to the hungry*, and *not Cloathing the naked*. Nor can these texts be any exposition of the laws of *Moses* against *Usury*, because the laws themselves are expressed and explained in more particular significant terms by *Moses*; than by *David*, *Soloman*, or *Ezekiel*, who give but a touch.

### 3 *Of the names of Usury*

I know the adversaries to all *Usury* do much triumph in their Origination of the Hebrew term for *Usury*; because it is derived from a root that signifies to bite, they conclude it is like the sting of a Serpent, and in that regard to be esteem'd as an abominable sin. *Answ.* First we must remember that *Dr. Fenton* doth confess that *names have been no definitions*, and therefore are not demonstrative arguments in any question. Secondly, I do acknowledge that the Original word *Neshec* might well denote some malignant quality in *Usury*, and I  
conceive

conceive a true reason of it might be, for that the first kind of borrowing which was in the world, or at the time when the law against *Usury* was given, was in Case only of necessity, and to ask an overplus in such Cases was a sin that well deserved the worst name. We all know that Riches of mony and many other goods were brought into the world by degrees, as arts and trades were multiplied by the industry and wit of man. State-ly buildings, rich furniture, gorgeous apparel, and dainty feasts were not prepared against the Creation of Adam; It was a long time before so much silver was digged up and Coined as would fill mens Coffers that they might spare or employ large sums by the negotiations and traffique of others; men first looked after things necessary only, and the want of such things taught them to borrow of one another

Also when the law was given, the  
*People of God* (saith Dr. Fenton p.10.)  
were

were travelling in the desert, and afterwards being troubled with wars in the Land of Canaan, there was little borrowing of money, but only by the Poor for the Supply of their want, and of them to take Usury was more sensible biting, and oppression, in that they borrowed not to lay out for Commodities, but to spend for necessity. Therefore David in his troublesome dayes used the word Neshec only for Usury, as best fitting those times where the poorest were most bitten by this sin.

In these passages of Dr. Fenton, we may note, what manner of borrowing Caused the first name of Usury, which name afterwards for the similitude only of the increase might be applied to all other sorts of borrowing, although they were not of the same uncharitable nature. The like observation of a good name used for a bad thing Dr. Fenton produceth in the Latin name of Usury. Usura (saith he) was originally a good honest word, until Usury did marre it. For Usura in truth is nothing but *usus rei*, *primi-*  
*tively*

tively taken for the use of other things as well as money.

In conclusion, although the uncharitable gain that was practised upon necessitated borrowers did justly deserve a befitting name of *biting*, yet a Gain that is taken from such as borrow where necessity constraineth not, is but an *equivocal biting*, Because properly there can be no *Biting* but where there is *oppression*, and oppression is only of the poor. A man may deceive a Rich man, but oppress him he cannot, the reason is evident, *oppression is a Violent action of Injustice*, necessity compels a poor man to borrow, and the lender forceth him to pay an increase, in this is a violence which a rich man cannot be subject unto, because no necessity forceth him to borrow, it is not necessary but arbitrary whether he will borrow upon increase: for although there be a moral necessity that if he will borrow he must pay an overplus, yet that he must borrow is not absolutely necessary; so then it is  
the

the necessity of the borrower that must concur to make a violent action in the lender

If a rich man be forced to pay the whole forfeiture of a bond, it was his own folly to enter into such an obligation without necessity, whereby he doth enable the lender to deceive him by a legal meanes, who in extremity makes benefit of all that which the law did provide only for a caution of his indemnity: This deceit of the lender is injustice, but it is not the violent sin of oppression which is properly found in *Biting Usury*.

A second word there is found in Scripture which they say is an *Exegetical* addition, which signifieth *any increase at all*. If what were said were true, it neither hurts nor helps the question if the text be understood of the poor only, for although all increase from the poor, yet what is that to the taking *Usury* of the Rich? But let us see a little how they restrain this word [ *tarbith* ] for *increase*, first  
if

if *tarbith* do signifie of it self a *multi-  
plying*, as it doth indeed, or an exces-  
sive increase, it is then all one with  
*Neshec*, which Dr *Fenton* makes to  
consist in the quantity of the gain, but  
I think to be in the quality of the per-  
son from whom it is taken, and then  
where will they find their *exegeſis* if  
these terms be *Synonymæ*. Secondly,  
I would know how Dr. *Fenton* can  
prove that the Scripture useth *tarbith*  
for the *Usury of mony*: The Prophets  
(saith he) who be true expositors of the  
law, joyn both words together, applying  
them both indifferently evermore to one  
and the same thing. It is true that the  
Prophet *Ezek.* joynes *Neshec* and *tar-  
bith*, and so doth *Solomon*; but it is  
false that they apply them both indif-  
ferently evermore to one and the same  
thing, for they apply them not at all,  
they neither name mony nor *viſtuals*;  
I can find them but once applied in  
the whole Scripture, and that is by  
*Moses* in *Levit.* 25. 36, there Dr. *Fen-  
ton* might have found them both nam-  
ed

ed together, and then applied, *Neshec* to mony, and *tarbith* to *viſuals*, ſo that the law of God no where in plain termes forbids the increaſe of *Mony*: which point is carefully obſerved by the tranſlators of our Bible; for they all conſent and agree to tranſlate *Neshec* only for *Uſury*: the words *tarbith* or *marbith* they have never tranſlated by the name of *Uſury*. And in the *Proverbs* 28.8. whereas in the *Original* it is *tarbith*, our Divines have rendred it *Vnjuſt gain*, thereby intimating they did not think all *increase* or gain to be meant, but only ſuch as was unjuſt.

It will be ſaid, that ſince *Mony* and *Viſuals* are both in the ſame text, they are both of one *nature*, ſo that *tarbith* may be referred indifferently to either of them. *Anſw.* The text doth conjoyn them, not for being of one nature in ſpending or uſing, but the law did intend only the mention of ſuch things as the poor in extremity do neceſſarily borrow for maintenance of life, which

which is either victuals it self, or mony, which doth easiliest and soonest procure victuals: Otherwise these two differ as Dr. *Fenton* hath shewed in the example of a loaf and mony, the first is spent, the latter is used: victuals then when they are spent or quite consumed, and no further use can be made of them, it is otherwise with mony which cannot properly be said to be spent; the same 100*l.* that hath been used by one, may be used after by a 100 men successively: and in the passing of it away some other Commodities may be procured by it of greater or equal value, which may be used for increase; so that the use of money is in a sort *Perpetual*. This difference well considered, there might be a greater reason to prohibit the *usury* and increase of *Victuals*, than *Ujury* only of mony: But I do not rely upon the argument from the names of *Nesbec* or *tarbith*, and the rather because I think the true propriety of them (as of many other words) is quite lost as to us. A



A third strain of Dr. *Fenton* is to have the word *tarbith* to expound and explain the term *Neshec*: we find *Neshec* used alone in *Exod. Dent.* and the *Psalmes*: *tarbith* is never used alone, but is joyned with *Neshec* in *Levit. Prov.* and *Ezek*: so then the first is used in all texts, the latter but in some. Now the question is, whether a particular word which is always used shall expound a general which is used but sometimes; or on the contrary as Dr. *Fenton* thinks, for he telleth us p. 39. it is the manner of Scripture after a law is given and a sin forbidden in a sensible term, by the addition of a more general to express Gods meaning more fully, lest men should seek liberty in restraining the former termes more narrowly; thus he, but what sense is there in his words to express a sensible by a general? he should have said a particular by a general, or a sensible by an insensible, and then his error would have been more sensible; for I trust it is the nature of things sensible to express

press things insensible, and of *particulars* to expound *generals*, as may manifestly appear by the instance alleged by Dr. Fenton, and which makes somewhat strongly against himself. Theft saith he, *is set down in the Sensible term of stealing, the Holy Ghost addeth dealing falsely or Circumventing, teaching thereby over-reaching in bargaining by Cunning to be theft.* Here I ask if *Stealing* be a sensible term, whether *dealing falsely or circumventing by cunning* be a *General*, surely Dr. Fenton must not say it, for deceit in contracts is but a particular kind of theft or stealing, and therefore not a more but a less general term than *stealing*: so that quite contrary to Dr. Fenton his Doctrine the general sin of stealing is explained & expressed by the particular sin of deceit in dealing, therefore it is more reasonable that the particular term of *biting* should expound the meaning of the general word *encrease*, since nothing is more usual than when a matter hath been particularly expressed,

pressed, to mention it afterwards in more general termes.

Besides this shift of expressing the *Sensible* by the more general term, is to imagine the wisdom of God *subject* to humane infirmitie, as if God had not been able to perfect his law *till the cavils of men, and their Seeking liberty to restrain the termes* taught him how to mend it. No doubt if the law of God had intended the prohibition of all increase, it could have done it in plain and short termes ( as it doth in *Murder, Theft, and Adultery* ) by saying thou shalt take *no increase by lending or letting money*, but instead of increase the Law saith *biting or oppressing of the poor* ; if Murder and *Usury* were prohibited and permitted alike, why doth not the Commandement say, *thou shalt not murder thy poor brother, but a stranger thou mayest murder* ? Surely God doth not use these qualifications for nought. It is demanded by Dr. Fenton, upon the law *thou shalt not trouble any widow or fatherless Child*, whether it

it follow that I may trouble a married woman or a child that hath a father?

*Answ.* I may not. But yet the reason is not for that I am prohibited by this special law for Widowes and Orphans, but for that by a general Commandment of *not stealing* I am forbidden to oppress or trouble any man: The like may be said of the words of *Solomon, Thou shalt not rob the poor*, yet I may not rob the rich, though these words forbid me not; but because of the former general Commandement. But the like cannot be said of *Usury*, there being no former general law that forbids taking *increase of the rich*.

But Dr. *Fenton* saith that *Usury* bites the rich as well as the poor, and doth promise to prove it, but it seems he forgot it, I am in doubt he is never able to do it. Indeed he would persuade us that to lend to the Rich is to enable him to oppress the Commonwealth and so consequently the poor: But he doth not shew how the Common-

mon-wealth can be wronged by *Usury*, and yet no particular person be first oppressed ; sure I am the text speaks not of oppressing the Common-wealth, but expressly names particularly thy poor brother to whom thou lendest that he be not oppressed. So that the law points at an apparent and sensible person whom *Usury* bites.

But Dr. *Fenton* comes and tells us p. 36, *Alas good simple widows! can they tell when, or whom, or how many their Usury doth bite? nay can the wisest Usurer of them all tell?* Thus Dr. *Fenton* because he sees that in some cases he cannot shew how any particular person is oppressed by *Usury*, therefore he flies for Sanctuary to the Common-wealth, to hide himself in the croud, whilst he must confess he cannot tell who is oppressed, but yet the Common-wealth or some body in it (God knows who) is oppressed.

But let us see how he knowes in general that the Common-wealth is oppressed

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pressed

pressed by *Usury*, Forsooth he saith, it makes *things dearer* and *enhaunces* the prices of the *Mercat.* p.36. *Ans.* the dearness of things is caused either by the scarcity of the things themselves, or by the plenty of mony. As for the scarcity of Commodities it cannot be caused by *Usury*, for it neither eats up corn nor cattel, nor weares out apparel, nor destroyes the native commoditie of any Country. But contrarily merchants and others (who by *Usury* are inabled to trade) do export such things as are cheaper and plentifulter here than in other Countries, that so they may gain *there*: and do bring back such things as are dearest and of most necessity at home, that so also they may gain *here*. So that *Usury* doth not only not cause a scarcity; but it is the meanes of plenty in a kingdom, for as it Consumes not that we have, so it procures us that we want. As for dearness by reason of plenty of mony, it is no misery but the happines of any Realm to know  
such

such a dearth: those places are not the Richest where things are cheapest, for then *Scotland* would excell *England*, but it is the want of mony which makes things cheap in such Countries: Nor let any man think that if *Usury* were not, things would be one whit cheaper, for by *Dr. Fenton's* confession, p. 38. if *Usury* were not, men would tender their wits either in trading themselves or employing others, so that the same gain would be raised an other way; for in the point of *Usury* the question is not whether gaines may be made of mony, but who shall have the gains.

As for raising the mercat it is not caused by *Usury*, the Governours and Rulers of the Rates and Prices of all things are the owners of mony and masters of stocks, for the *Lenders* rule the *Borrowers*, and the richer govern the meaner. The monyed men proportion the valuation of goods, and by practice and custom agree in a common gain to be raised by the Contracts of bargaining, selling, letting

and the like. For instance, the masters of money of this kingdom by their trading raise so much gaines as ordinarily amounts to 20. or 30. in the 100 at the yeares end; which being considered by the meaner sort of people, they reckon with themselves, that if they can borrow at 10 in the hundred that then by such trading their gaines may both pay the use and leave them 20 or 10 *l.* gainers: so that the borrowers do trade by buying and selling in the Mercat at the same prices that the owners of money do, and it is the rates of the Mercat that rules their using, and not their *Usury* the Mercat: The difference is onely that the owners prove the greater gainers and grow richer than the borrowers who keep but part of their gettings, because that their stocks are not their own: And questionless the Common estimation of men would not valew at 8. or 10 in the hundred if it did not ordinarily produce a Competent increase both for borrower and lender.



lender. If any man object that the prime gain which comes by buying and selling, and leads the rate of *Usury*, is too great, I know no other answer but this, if Common custom may not determine reasonable gaines, I know not how it will be resolved, since there is no rule in Scripture for it: but that men may grow rich by gain I find both practised and warranted by *Scripture*, neither are men restrained from gaining more by trade than is simply necessary for life and being.

If Dr. *Fenton* and those that condemn all *Usury* had been so observant of the letter or literal sense of the Laws as they do pretend, they would never have troubled themselves so much about Contracts which are not named in the Law: but would rather have Concluded that the very *taking of Usury or increase* ( though it be not contracted for ) is utterly *unlawful* by the law in *Levit. 25. 36.* where it is said, *Take thou no Usury of him.* How

then can these men justifie the *Taking* of their *ſænus liberale*, which they commend, or the *ſænus nauticum*, which they allow, or the *Contractus Societatis*, or *partnership*, which they ſo much extol, ſince all theſe are expreſſy forbidden by the *Law*, *If to take increaſe be unlawful?* To the Jews themſelves the letter of the *Law* did ſeem to condemn the *taking of a gratuity*, nay, ſome of them did think it *Uſury* if a man did but ſalute or bid good morrow to him that had lent him mony, if he did not uſe to do ſo before he borrowed it; becauſe in the *Original* it is ſaid, *thou ſhalt take no Uſury of any word*, *Dent. 23.* our tranſlation hath it, *Uſury of anything*: Surely ſuch ſalutations were not contracted for, nor were of any valuable price, or mony worth.

I do not find any text brought by *Dr. Fenton* out of the *New Teſtament* againſt *Uſury*; for the truth is, there is none, although *Dr. Downam* and ſome others do cite two texts, firſt  
*Mat.*

*Mat. 5. 42. Give to him that asketh; and from him that would borrow of thee turn not away. If we ask Dr. Dow nam whether every one be bound to lend to every one that asketh, his answer is, Respect is to be had of thine ability, and of his necessity, and also (if it be not a Case of urgent and present necessity) of his honesty: if his necessity urge him to borrow, and thine estate enable thee to lend, thou art bound to lend unto him, especially if his honesty deserve to be respected, Lect. on the 15. Psalm. pag. 224. Why may not the same respects be observed in the interpretations of all texts against Usury? Secondly he cites Luke. 6. 35 Lend, looking for nothing thence. Lastly both he and Dr. Fenton do apply all texts that do mention lending freely, or charitableness to the poor, or mercifulness to our neighbour, as heaps of so many places against Usury, although the name be not so much as to be found in the whole New testament as Condemned. For my part I do gladly hear all ex-*

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hortations

hortations to *Clarity*, and think them more than needful; and if any man be so great an *Usurer* as that he make himself thereby unable to be merciful to the poor, such a man may be justly condemned, and I shall never defend him: But to conclude, because a man must give to the poor, therefore he may not let to the rich, is no good consequence, The text that bids me lend freely, doth not thereby forbid *not to let at all*, but that upon several occasions and according to divers Circumstances I may do either; if the Commanding to observe one sort of Contract were the Prohibiting of all other kinds, it would follow that I might neither give money to the poor, nor sell victuals to the rich, because I am Commanded to lend both.

But let us admit that both in the Old and New testament the laws against *Usury* had been *Moral* and delivered in as general terms as can be devised: Be there not many laws and texts which must of necessity be expounded

pounded otherwise than the bare letter  
 sounds, and according to such a sense  
 as may stand with natural reason, so  
 that it contradict not any other plain  
 or necessary doctrine, nor overthrow  
 the *analogie* of Faith? There is a law  
 of our *Saviour Christ* that saith, *swear*  
*not at all*, and again he saith, *to him that*  
*asketh, Give*; Neither of these Laws  
 must be literally understood, but in-  
 terpreted according to the rule of *na-*  
*tural reason*, and discretion. *Christ* for-  
 biddeth *his Disciples* to carry gold, or  
 silver, or any manner of coin in their pur-  
 ses: I do not think that *Dr. Fenton*  
 and others have followed the letter  
 of this law, but I trust they will grant  
 an interpretation over and besides the  
 bare letter. There be divers such  
 texts, as, *if thy eye offend thee, pull it*  
*out*; *pray continually*; *if any sue thee for*  
*thy Coat, let him have thy Cloak also*: all  
 which if they were not otherwise un-  
 derstood than the bare words do  
 bear, would bring great confusion  
 with them, and such inconvenience.

as no reason nor law could or might allow in any case. The light of Nature must help to guide us in the interpretation of many texts. It is Dr. Fentons own confession p. 34. that *Usury* is a *Question of that nature, as is not only determinable by the law of God in Scripture, but also by the law of Nature, those Maximes and Principles of Common equity, which are written in the hearts of men by the finger of God; which point had need be well considered, because as Mr. Hooker saith, a number there are who think they cannot admire as they ought the Power and Authority of the word of God, if in things divine they should attribute any force to mans reason, for which Cause they never use reason so willingly as to disgrace reason. p. 97. Nor let any man think (saith he) that following the judgment of Natural discretion we can have no assurance to please God; for to the Author and God of Nature how shall any operation proceeding in natural sort, be in that respect unacceptable? the nature which himself hath given to work by,*

by, he cannot but be delighted with, when we exercise the same any way without Commandement of his to the Contrary. p. 60. Now if any place in the Bible may receive an interpretation from the rules and principles of natural reason, why might not the texts of *Usury*? since it is conversant altogether about *Covenants* and *Contracts* which are grounded only upon the laws of *Nature* and *Nations*: and many Cases there be which are confessed by all to be no apparent breaches of *Charity*, nor any injustice found in them; In-  
 somuch that Dr. *Downam* is brought thereby to such a straight as he is forced to maintain *that there be other respects which makes usury unlawful besides the hurt of our neighbour* p.44. and 125. But if *Charity* be the fulfilling of the whole law, I will give them leave to talk their fill, yet I cannot beleieve how *Usury* can be a sin if it hurt not my neighbour. Their pretences of the oppression of the Common-wealth by taking *Usury* of the Rich is but a meer  
*Sanctuary*

*Sanctuary of ignorance, and a fiction which can never be proved, since it is practised in the Richest Commonwealths.*

*Whether the law of Usury be  
Judicial.*

To prove the laws against *Usury* to be *Moral* and not *Judicial* *D. Downam* produceth a main argument which is not in *Dr. Fenton*, his words are, *The law which commandeth free lending is not Judicial, but Moral; for the same law which commandeth the affirmative forbiddeth the Negative. Answ. I. Dr. Downam* mistakes in thinking *free lending and lending for gain* to be termes of *affirmation and negation: Lending and not lending* which are *Contradictorily opposed* are only *Affirmative and Negative terms; Lending freely or for gain* are only several sorts of lending, and differing in qualities, and though their qualities differ yet they are both positive and affirmative, for it is an axiome *Contrariorum utrumque membrum est*



*est positivum*, In Contradictions and Privations, one term is always negative, but it is not so in Contraries. Secondly let me retort Dr. Downams argument in a stronger Case. *The law which commandeth resting on the Sabbath is not Judiciall but Moral, therefore the law which forbiddeth Kindling a fire on the Sabbath day is Moral*, for the law which Commandeth the affirmative, forbiddeth the negative, : what will Dr. Downam answer to this his own argument? here is affirmation and negation, *Resting and not Resting* in the kindling of a fire, not Contraries only but Contradictories, yet I presume Dr. Downam will not conclude that kindling a fire on the Sabbath day is a breach of the Moral law. Dr. Fenton is of opinion *that if God doth forbid biting and oppressing Usury only by his law, that then the law must needs be Moral and not Judicial*, except we will give liberty to Christians to oppress and bite their Brethren. pag. 44. The answer is, *The Equity of the law is still in force, the*  
*Rigor*

*Rigor of it is abrogated; or thus, that the poor should not be oppressed is Moral, that they should not be oppressed by Usury is Judicial. To make the meaning of this distinction clear, we must know that all Judicial laws were made for the hedging in or enclosing of the Moral law, and whereas the Morall law was delivered either in General affirmative commandements, or negative prohibitions, the Judiciall comes after and gives some particular politick directions in the observation of them; for example, the Moral law saith in general thou shalt Sanctifie the Sabbath, then comes the Judicial and saith, Ye shall kindle no fire throughout your habitations upon the Sabbath day, Exod. 35. 3. so the Moral law tells us thou shalt not steal, the Judicial adds, if a man steal an ox, or a sheep, he should pay five or four fold for it, and in most cases but double, Exod 22. 1. 4. So then there is a general equity in all Judicials which is Moral and eternal. There is a law Levit. 25. 23. the land shall not be*

*be sold for ever*: whereby selling of inheritance is forbidden, and this law did bind *Naboth* I *Kings* 21. 3. that he would not sell his inheritance to king *Ahab*. The equity of this law which binds all men, even infidels, to preserve or procure an inheritance or estate for their posterity, remains still in force; yet absolutely, not to sell any land is esteemed no otherwise than a Judicial law fitted for the Commonwealth of the Jews: so the perpetual equity of *Sanctifying the Sabbath*, and of *not Stealing* abides, although the kindling of a fire on that day is now arbitrary; and the Compensation of stealing is left to the positive laws of each nation. The same law that forbids us to *steal*, bids us to relieve the poor, and so doth the equity of the law of *Usury*. It is sufficient that the general equity of this law be observed, and the poor relieved, but that in particular they must be relieved by the not taking *Usury* of them is not necessary. It was a sin in any Jew to take

take *Usury* of his poor, although he did relieve him otherways, because God did restrain him to that particular manner of relieving the poor. But with us it is otherwise; if by any other meanes we do sufficiently relieve the poor, then even the taking of *Usury* of them is no sin nor oppression.

Concerning the Judicials of *Moses* we must also observe, that they were not so particular, but that many things were left to the Ordinance of the Magistrate or high Priest, and humane ordinances (as Mr. *Hooker* doth observe) are many times presupposed as grounds in the statutes of God, *Dent.* 24. 10, There is a Judicial Law which ordereth only the manner how a pledge must be taken; this necessarily doth presuppose some former humane law that did order that pledges might be taken. Even that ill law or Custome of *divorce*, *Dent.* 24. 1. is regulated by a Judicial law, that it might thereby be made less hurtful.

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The reason why I note these things is, because the law of God concerning *Usury* did presuppose and was grounded on a former law or custom of the *Jews* which was then in use and practice; And the speciall caution for the *Poor* might leave the *Rich* to the customs and laws of the Magistrates which did always regulate all sorts of contracts. And whereas the law of *Moses* did allow *Usury* only to *Strangers*; It doth not follow but that others that were neither *Poor* nor *Strangers* were left to the ordinary laws of the Country. No Magistrate could give a dispensation for *Usury* towards the *Poor*, nor a *Prohibition* for it towards *Strangers*: so much as God ordered no humane laws might alter; as for other cases not specified, they were left to the ordinary policy of the State. For we must not think that God provided all the civil laws of *Israel*: His especial care was to ordain laws for the reformation of such sins as had been learnt by his people of the *Egyptians*, or for  
the

the prevention of such as might be taught them by the *Canaanites*.

I know that Dr. *Fenton* doth inferre that the law which prohibits *Usury* is *Moral*, pag. 45. because the allowance of it to strangers is only a Judicial, for unless it had been a sin, what needs a toleration : since lawful things have no need of a permission? *Ans. 1.* If the allowing of *Usury* to strangers be no Law at all but only an Exception or *proviso* annexed to a former law, then it can be no Judicial; all laws do Command or forbid something, but this if it be an exception doth neither, because it leaves the thing indifferent as it is the nature of all such provisos in statutes. But if they will have it to be a Law, then it must bind affirmatively, and not only that one May but that one Must take *Usury* of a stranger, for in the Original it is *thou shalt lend upon Usury or shalt cause to bite*; And the Hebrews understand this to be a *Commandement* and not a *Permission* only.

Secondly

Secondly, whereas they Compare the allowance of *Usury* to the *permission* of *Divorce*, they erre notoriously: for the difference between *allowing* and *permitting* is most manifest, as Dr. *Downam* confesseth pag. 298. We allow those things only which we suppose to be good, or at least indifferent: But we permit only such things as are esteemed evill. God hath said by *Moses* thou *mayst* or thou *shalt* take *Usury* of a stranger, he never saith thou *mayst* divorce thy wife if she displease thee, or thou *shalt* put her away. But the law is, If she do displease thee, and find no favour in thine eyes, and if thou shalt put her away, and if she do marry another, and if he also put her away, Then (saith the law) her first husband may not take her again. Deut. 24. 1. 2, 3, 4. so that the end of the whole law of divorce is only to keep the woman from returning to her first husband after a second marriage; all that goeth before is but by way of supposition: But if any man will contend that the *writing of a bill*  
of

*of divorce* is enjoined in the law, it must follow that it is not a Permission but a Command, contrary to our *Saviours* doctrine who calls it a Permission, *Mat. 19. 8.* And if it be a Command, we must needs understand it as *an order only how and after what manner the divorce should be, to wit by bill in writing* : but not as an order that did command men simply to be divorced. It is very little less than blasphemy to say that *Moses law* should allow any thing that was evil. It is the power of the law-giver to make both the *Rule* and the *Exception* to it. It is an over-bold speech of *Dr. Fenton* to say, that notwithstanding *Moses law* had given liberty to the *Jews* to take *Usury* of strangers, yet it was a sin to do it, and that they *could not be absolved in the Court of Conscience*, although they might be *absolved in the external Court*, pag. 45.

Whereas *Dr. Fenton* doth pretend that a *Reason* that moved God to permit this sin of *Usury* to strangers, was  
to



to prevent the greater oppression of his own People, and that the hardness of the Jewish hearts was such that if they might not have taken Usury of strangers they would have made a Prey of their own Brethren. *ib.* *Answ.* How much doth this derogate from the laws of God? as if they were not able to bridle one sin but by the toleration of some other; and if the hardness of mens hearts must be born with, since mens hearts are as much hardened in other sins as in Usury, why are not some other sins tolerated as well as Usury? surely the Idolatry of the Jews was as great as their Usury, and their hearts went a whoring after strange Gods, yet Dr. Fenton cannot shew that any Idolatry was permitted them in any kind.

I find some Criticism used by Dr. Downam; upon the Hebrew names in Scripture which signifie a stranger, pag. 208. but I cannot find that Dr. Fenton doth make any use, the three sorts of Ger, Tashab, and Nocre (which he translates to be *Advena*, *Inquilinus*, and *Hostis*

*Hostis* ) are insisted upon by him. He would have *Nocre* to signifie an alien by *birth*, *Religion*, *affection*, and *Dwelling*. This distinction he labours not to prove, neither do I think it sound, because I am informed by those that are skilful in the tongues that the Hebrew *root* doth signifie to be *ignorant* or not to *know*, so that whosoever was unknown, was *Nocre*, a stranger, though he were not of another nation, if he were but only of an *unknown* family; the word is used by *Solomon Pro. 5. 20. and 6. 24.* where he calls a *Whore a strange woman*, no man must think that he meanes such *whores* only as are of another *nation* or *religion*, but all such as were not to be known to them as wives; So God forbids the *Jews Dent. 17. 15. that they should not set a stranger to be King over them*: surely he meant such strangers as dwelt amongst them, there was little danger that they would choose an Enemy that dwelt in another Country. I find in *Levit. 22. 10. it is said, there shall no stranger eat*

eat of the holy thing, that is, whoſoever is not of the Priests family; ſo that the word *ſtranger* may ſometimes ſignifie an *Iſraelite* of another family or tribe.

D. *Downam* affirms that a *Jew* was permitted to take *Uſury* of ſuch ſtrangers only as were enemies and aliens both in affection and religion, birth and habitation: ſo that if a ſtranger did but dwell or converſe amongſt the *Jews*, they might not take *Uſury* of him. But Dr. *Downam* ſhould remember that a *Brother* and a *Stranger* in the *Levitical* law are *Membra dividenda*, he that is not a brother is a ſtranger, and *è contra*, &c. Now a brother *Levit. 25. 42.* is only an *Iſraelite circumciſed brought out of Egypt*, If therefore the law had prohibited only the taking of *Uſury* of an *Iſraelite*, and allowed only the taking of it of an *enemy ſtranger*, then the law had been very imperfect and defective, becauſe there had been no direction in the law for ſuch ſtrangers as had been ſojourners  
or

or profelytes, whoare neither *Brethren* nor *Enemies*; if any man think that a *profelyte* or *sojourner* might be accompted a Brother let him but read *Levit.* 25. verse 39, 40, 42, 44, 45, and 46.

I know Dr. *Fenton* p. 46. would have us think that a *Jew* might take *Usury* of a stranger, because he might also kill him: But I must deny that any private man might kill a stranger but in a publick warre; neither can the like text be shewed for the allowing of the murther of a stranger by a private man. Many places there be in which the *Jews* were enjoined to be Charitable to strangers, *Thou shalt not vex a stranger*, *Exod.* 22. 21. *Love ye the stranger, for ye were strangers in the land of Egypt*, *Deut.* 10. 19. *Thou shalt not oppress a stranger, for ye know the heart of a stranger, because ye were strangers in the land of Egypt*, *Exod.* 23. 9. There was in many Cases the self same Charity to be shewed to the stranger as to the poor; The corners of the *har-*  
*vest*

*vest-field, the gleanings of it, and the single grapes, Thou shalt leave for the poor and the stranger, Levit, 19. 9. Also the third yeares tyth, the forgotten sheafs, the feasts of Pentecost, and of Tabernacles, were appointed for the relief and benefit of the stranger, fatherless and the widow.*

There are many more laws to be found in the book of *Moses* which are made for the benefit of the poor; the equity of them certainly continues unto this day; but no man but a *Jew* is so mad as to say the rigorous observation of them is to be required of us; why then must the law against *Usury* more than all the rest be necessary? It may as well be affirmed that all the *Judicial* laws are *Moral*; let them shew us by what rules they do distinguish these laws: I do apprehend that the *Judicials* were conversant about the morality of outward actions, as about the distinctions of *rights*, the distributions of *inheritance*, the Punishment of *crimes*, as of *Blasphemy*,  
E
*Perjury*

*Perjury, Murther, Adultery, Manslaughter, Fornication, or the like, about the rites of Marriage, of Divorces, of Bondage, of Usury, of Witnesses, and of many other actions, the equity of all which is reducible to some one Commandment or other of the Moral law.*

If all the Levitical laws be read over, it cannot be found that ever any Judicial was delivered with such restrictions, qualifications, and diminishing termes, as the law of *Usury: thy brother, thy poor brother, thy poor brother that is with thee*; the general name of neighbour is not so much as used about it: it is no where said *thou shalt take no Usury of thy neighbour*. Besides, this law hath an allowance which no other Judicial hath. And lastly, this law of *Usury* taken in the sense of our adversaries (for all increase from the rich also) can be no breach of *Charity* in some Cases, and then there will be no Equity in it, which is found even in all *Judicials*. Indeed I find Dr. Dow-

*nam*

*nam* brought to such straights as to maintain that there be other respects which make *Usury* unlawful besides the hurt of the neighbour, pag. 295. But if it be forbidden by the *Moral law*, and that law be a branch of the second table ( as *Dr. Fenton* affirms ) how it can be a sin without breach of *Charity* to the neighbour, passeth my understanding, since *Charity* is the fulfilling of the law.

Whereas *Dr. Downam* doth compare *Usury* to an officious lye, which is a sin, though it hurt not but help the neighbour, pag. 277. It is true an officious lye is a sin: but a sin against the first Commandement of the first Table as it is repugnant to *Truth* which is an essential Attribute of God: Every one that lyeth doth thereby deny and forsake the true God. Let *Dr. Downam* tell us, which Commandement of the first Table is by *Usury* violated. It is not sufficient to say, that all *Usury* is a breach of our allegiance to God, this is but begging

of the question, unless this disobedience can be referred to some particular precept of the Decalogue, as the officious lye is to be first; as for general disobedience, it is a sin that goeth through all the Commandement, and is to be referred to each particular precept according to the several objects of it.

It is further insisted on, that the prohibition of *Usury* is coupled in *Ezekiel* 18. with sins against the Moral law, from thence an inference is made that it self must be Moral.

*Ans.* 1. If we look upon other Scriptures we shall find Judicials and Morals mingled together in the giving of the Law: We may see in *Levit.* 19. 9. the prohibition of *Reaping* the corners of the field, and gleaning the Vineyards, which were Judicials, set immediately before the forbidding of Stealing, Lying, and Swearing, which are parcels of the Moral Law. In the 13. verse of the same Chapter it is said, *Thou shalt not defraud thy neighbour*



*bour, nor rob him: The wages of him that is hired shall not abide with thee all night untill the morning.* The former of these is Moral, the latter is Judicial. And also in the 16. verse, the prohibition of *Enchantment*, or *Witchcraft*, is set between the forbidding of *eating bloud*, and *rounding the corners of the head*, and *marring the corners of the beard*.

Secondly, Whereas Dr. *Downam* saith pag 219. *The Holy Ghost deciphers a wicked man, that should dye the death if he did any of these things:* We find first that the words in the Original are, *if he do like to any one of these things;* or as our new Translation hath it in the Margent, *or that doth to his brother besides any of these.*

Thirdly, Whereas Dr. *Downam* conjoyns these sins by the disjunctive *Or*, our new translators use the Copulative *And*,

Lastly, To confound Dr. *Downam's* opinion, the Text in the 13. verse saith, *He hath done all these abominati-*

ons, he shall surely dye. And good reason; for some of the crimes were capital by the Law of *Moses*, as *Idolatry* and *Adultery*, but *Usury*, or the taking and keeping of a Pledge hath no kind of Punishment appointed by *Moses*, neither hath any man denied, but that the law of restoring the pledge was Judicial, and not Moral.

But let it be granted to Dr. *Downam* (that which he can never prove) that death is threatned by *Ezekiel* to *Usury*; May it not still be a Judicial Law for all that? Was not the Law in *Exod. 21. 1.* a Judicial, whereby it is ordered that an *Hebrew-bond-servant* should at seven years end be free and at liberty? Yet God doth threaten the People for breaking this Law, by reassuming their servants with a liberty to the Sword, to the Pestilence, and to the Famine, *Jerem. 34. 17.* Also in *Numb. 15. 35.* the man that gathered sticks on the Sabbath day was stoned by Gods appointment, and yet the Law was but Judicial, and not Moral.

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Before I conclude this question about the nature of the Law against *Usury*, it is not impertinent to remove a scruple that is objected. It may be asked of me that maintain there is no Law in Scripture now in force against *Usury*, what Text can be shewed that it is lawful?

*Ans.* There needeth none ; for if the Law of God do not now forbid it, it is sufficient that the Law of *Nature*, *Reason*, and *Custom* doth make it lawful. *About things easie and manifest* (saith Mr. *Hooker*) *by common sense, there needeth no higher consultation—the means of some things is such, that to search the Scripture of God for the ordering of them, were to derogate from the reverend authority, and dignity of the Scripture.*

If I should ask Dr. *Fenton* what Text he hath to prove that *Letting of Land* is lawful, it would ask him some time to find it ; or how he can warrant the selling of Land; which is expressly forbidden in the Law, *Levit. 25.*

23. It may be I can alledge as good a Text for Usury. I think the 6th of *Luke* which is alleged against it may with better reason be produced for it, and if we will stand to the literal and common sense of the word in the Original, we may conclude that it is not only allowed, but commanded there; what exceptions can be taken if a man should translate *δανειζετε lends upon Usury*? Is not that the proper signification of the word in all Authors? Hath not the *Latin* borrowed the words *Danista* an *Usurer*, and *Danisma* *Usury*, from the *Greek*? Although our Translation saith only *Lend*, this general word may also comprehend *Lending upon use*. It accords with the Original, and crosseth not the Translation. But it may be *Lending upon Usury* may be here in this Text allowed by our adversaries, if we will observe, as it followeth in the Text, *to look for nothing again*. These words of *looking or hoping for nothing again* although they be answerable to the

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the vulgar Translation, yet in the Original they have another more proper signification, as is shewed by Beza, who is no friend to Usury; you shall have his words in his Annotations upon Luke. 6. 35. *I confess (saith he) that I never read in any other place the word ἀπελπίζω in this signification [to hope for] when as properly it signifieth to Despair. And surely it may seem that our Lord in this place did consider what doth many times hinder men from lending their mony to their poor brethren (to wit the fear lest they lose what they lend to the poor) and therefore he would remove that fear from us, and bring us to this pass, that as often as we help our neighbour for Gods sake, we should never think that it may be to our loss, since God makes himself a pledge and surety that we shall receive with much Usury whatsoever we lend: If we follow this interpretation, then instead of [looking for] we must say [despairing] and so the Syriack Interpreter understood this place — They are deceived which wrest this place for the prohibition of*

of

of Usury; as if Christ had forbidden us to covenant or exact any thing above the principal. Thus far Beza; wherein we have his opinion and reason, and by the help of his direction the Text may be most fitly translated, *Lend upon Usury not despairing*; for to lend looking for nothing again, is, as the Bishop of Winchester hath observed, not to Lend but to Give.

#### 4. Of the Properties of Letting.

Dr. Fenton and Dr. Downam cannot endure to hear that Usury should be called *Letting of money*. Many are the properties that are (as they think) inseparable from Letting, and cannot be found in the putting out of money. *Hiring or Letting* (say they) is of such things as are not spent in the use, but have a fruitful use in themselves naturally; which use may be valued apart and be let, the property remaining in the Letter, and the thing if it miscarry without the fault of the hirer belongeth to the Letter only. If we ask from whence they

they collect these distinctions and properties of Letting, or whether they have any rule for them in Scripture; They answer, though there be no Text for them, yet the Law of Nature and Reason which ordereth and regulateth all humane contracts, doth teach them. Let it be so: And let us have leave a little to examine by the same Law of Reason and common sense these properties of Letting, and see whether any or all of them may be applied to money.

I confess things hired are not to be spent in their use. Neither is money properly said to be spent in the use, it is not to speak like a Grammarian, to say any thing is spent in the use, for *spending* and *using* are in propriety of speech distinct actions, howsoever by reason of some similitude between them they be used promiscuously by the vulgar phrase. A thing used doth remain the same after the use to be used again; but a thing spent perisheth or is consumed.

in the spending, so that no further use can be made of it. Money is not thus spent, at the most it is but said to be spent to him that hath made no profitable use of it, in it self it remaines *unspent* and *useful* to others. Thus much Dr. Fenton saw very well, and therefore he doth not urge this property as Dr. Downam doth, but seems to yield, and say pag. 65. *That also of spending money in the first use, as if the use and property were inseparable, so stood upon by School Divines ( he might also have said Canonists ) is much subject to cavil, for there is sensible difference between spending a loaf of bread, and disbursing money for gain——— a loaf once eaten hath no second use to him that eat it, or to any other: money laid out remaineth still the same to be used by another; and the same in the Equivalent to him that laid it out: and the same individual peices which once delivered shall never happily return again to the same person; there may be some difference in a Philosophers brain, but not*



*in a merchants purse, it is all one whether it be the same shilling or another as good.*

*Things let (say they) must have a fruitful use naturally in themselves. If this property were true, I would confess money might not be Let. But common sense doth confute this assertion. What fruitful use hath a house naturally? doth one house beget or bring forth another? is it not an artificial thing, as tools, instruments, and furniture? all which are lawfully Let, although they have no more fruitful use by nature than money hath. All things that are useful either by Nature or Art, that have either *fructum* in themselves, or *questum* by industry, are the object of Letting: no man will deny the artificial use of money, yet I find Dr. Fenton to contradict himself in this point of the use of money, his words are, p. 20. *The monies of a Tradesman be his tools by which he getteth his living: if therefore they be retained from him to his sensible detriment, satisfaction is due in justice & equity with-*  
out*

out touch of Usury, In an other place (pag. 94. ) forgetting this he determines that *Nothing whatsoever it be, natural or artificial, but it serveth either to feed, or to cloath, or to work withal, or to play withal, yet for mony there is no use to be made of it.*

Mony have thus *an artificial use* distinct from the spending of it, this use of it is valuable apart, and to be guided by the same rule which serves for the true valuation of any other Lettable thing: we see by daily experience that the valuation of the use of mony is more certain than of other things. It remaines then, *that Money hath an artificial use which is valuable, and in that respect may be let as other artificial things are.*

To proceed. Another property (say they pag. 16. ) of Letting is, *that the use only is passed over, the property resting in the Lender. Whereas Lending passeth over the property with the use for the time it is Lent.* Is this true? Then a man had need take heed of Lending, If  
when

when he lends he loseth the property of the thing lent: Surely I should think that *the use* and *possession* only (and not the property) is passed away in Lending and Letting also. He that hath Lent his mony during the time that it is Lent & out of possession, hath power in law and a right to give or bequeath at his pleasure, that which he could not dispose of, if he had no property in it. A property in the sum Lent, or to the equivalent, which is all one, as *Dr. Fenton* hath ingenuously confessed. It is a frivolous exception to say he hath not a property in that *Individual* shilling which he lent, since art hath so ordered it that all shillings are the self same in use, and as one shilling. If all other natural and artificial things, which are confessed to be Lettable, were of equal value and use; if all horses and sheep were alike in all things without any real difference in their goodness and use, it would be all one to him that had let his horse, to receive his own horse or another.

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*We must understand (saith Dr. Fenton) a special kind of Lending which for penury of words, and narrowness of our English wanteth a proper term. in Latine it is called [ Mutuum ] or Mutuatio — which is (saith he) the free passing over both of use and property for a time, at the time ended to receive the like gain; thus he. If it be passed over but for a time, then at the time ended the same again. must be restored; why then doth he name only the like again? if only the like be restored then the thing it self is passed over for ever.*

*Dr. Wilson the Civilian in his Book of Usury puts the Case how hiring of mony may be lawful; if a man borrow a 100 l. only to make shew of, either at some Bank, or otherwise to perswade the world that he hath a 100 l. of his own, and if he never spend it but presently restoreth the self same 100 pound which he borrowed, in this Case the Lender may lawfully take and Contract for hire or use.*

use of his mony because it is not spent in the use. This Case is borrowed from the Papists, and allowes a man to take *Usury* for helping to Consen the world, although himself be no way damnified by the want of his mony.

But the grand impediment of Letting money is, that the *Borrower* (say they, pag. 17.) *stands to the hazard of it*, which they think to be against the law of *Exod. 22. 14.*

*Answer.* Concerning *hazards*, we find that in the Law *Exod. 22. 12.* about beasts delivered to a neighbour only to keep, that if a *beast be stollen he shall make restitution to the owner thereof*; which Case shews the owner doth not stand to the hazard but the keeper only, who yet hath not so much as the use or property but only the possession of the beast, so *Jacob* tells *Laban* *Gen. 31. 39.* *that if any of his sheep were stolln by day or by night, that he made them good*; therefore

therefore their rule faileth which saith  
*every thing perisheth to the right owner.*  
 pag. 17.

It may be answered, that whatsoever the Law was for things deposited, yet for things Let the Law is Cleer that the borrower shall not make it good or stand to the hazard, because *it came for the hire. Exod. 22. 14.* This Text is either not understood, or wrested to a false sense, as may best appear if we cite the whole Text which Dr. *Fenton* hath curtail'd to fit his own turn; the words are, *If a man borrow ought of his neighbour and it be hurt or dye, the owner thereof not being with it, he shall surely make it good, but if the owner thereof be with it, he shall not make it good, If it be a hired thing it came for the hire.*

*Answ. i.* It may be thought the Text intends beasts only, and not other goods or mony, because the four precedent verses, to which the Text hath reference, are restrained to oxe, ass, or sheep, or any beasts:  
 and

and the same words of dying and hurting are used in this verse which are used in the tenth verse where beasts only are meant, which words are not so proper to express all sorts of hazards of other goods: withall there is greater reason that the hazards of beasts should not light upon the borrower, because, they by the course of nature are daily subject to decay and perish, and many secret diseases lurk in them which the borrowers cannot discern; whereas other goods, and especially mony, are not of so perishable a disposition, but their sudden destruction is most times by the act or folly of man, and not from the God of Nature. But if it be granted that the Text understands all goods, then indeed it comes home to the point of *Usury*; but it makes for it and not against it: for the law is for things let, *that if they be hurt the owner thereof not being by, he (the Borrower) shall surely make it good.* Now in *Usury* the owners do not, and for the most

most part cannot stand by and see how their money miscarries. Indeed when a thing is hired for some particular end wherewith the Letter is made acquainted, then he may stand by and see how it perisheth, and of such a lending the Text is best understood. It is plain that the Letter (though he had the property) did not alwayes stand unto the hazard, but only when he stood by, *that it might appear* (saith Dr. Fenton, p. 17.) *not to be the Borrowers default.* The Rabbines exposition of this text may give some light to the understanding of it, and it is thus; *The words are, if it be hurt or dye: that is, hurt in the use, or dye in the work for which it was hired: If a man (say they) hire a tool for some particular use, if it be hurt in doing the work it must not be made good: so if I hire a horse to plow with, and the horse whilest he is in plowing dye, then I am free. But if I borrow goods or beasts, and they be lost or stoln, or hurt, or taken away by violence, or dye, I am bound to pay all, if such violence do not befall it in*  
the



*the time of the work. If I borrow a horse to plow with, and he dye either before or after the plowing, I must make him good.*

To apply this Text to money, the most that can be gathered is, *that if money be hurt in the using of it, without the Borrowers default, it must be at the Lenders hazard.* But since money is not ordinarily hired for any one particular use expressed, but in general to be employed at the Borrowers discretion; how can the Lender of money be comprehended within that law, which did onely relieve the Borrower in case the thing hired did perish in that special use for which it was borrowed? The ground of the equity of this Law is, *if the thing hired be not able in its own nature to do the thing for which it was hired without perishing, the Hirer is not to be at the hazard of it;* money all men know to be able of its own nature to do the thing for which it was hired; if by any casual or external accident money perisheth, the  
Law

Law provides no remedy in such Cases. It is one of the singular benefits and the privilege of money in traffique that it is not of a perishable nature. The ends why policy found out the use money were many: the *Chief* are, that it might be *Durable, Portable, and Partible.*

But to grant them that he that stands to the hazard should have all the gains: Is there not hazard to be found in the Letter as well as in the Borrower of money? many that have contracted for *Usury* by bonds and other security have lost both Principal and Use, and have been thereby undone; surely such people find hazard in it. It is a rule in the *Civil law*, that *omnis mutuatio plerumque damnosa, eoque meretur compensationem.* It is fit therefore in equity, *that since* the Lender stands in hazard there should be a gain due to him also.

But this gain they allow, *So it may be conditional, if the borrower gain.*  
And

And this conditional gain can only be by *Partnership*. As for letting of money upon Condition of the Borrowers gain, it is a course as mischievous and impossible as the letting of land upon like Condition; without experience no man can sufficiently describe it. It would make all bargaines to be nothing but sutes in law, no debts should be due but upon proof and witnesses examined; nay there is no possibility of knowing mens gaines or losses without racking their Consciences, and opening a gap to perjury for every unthrift in his own Cause. Or if loss and gain could be discovered, how shall it appear, whether it be by default of the party or by the act of God? many times they both concur, and are so twisted that no eye of reason can distinguish them. In effect, hereby every man is tyed to have an eye to watch the disbursing of every penny which he lends, which is a thing impossible, and therefore the law of reason and of all nations doth think

think it fitter to tolerate sometimes a mischief which may happen by an unfortunate bargain upon an *absolute contract*, than to allow of a perpetual inconvenience, which would follow a *Conditional Covenant* and overthrow the contracts of all Commonwealths. In all letting there is a consideration had of the casualties, and because there may be a possibility of extraordinary gains it must counter-value the extraordinary loss if any happen, both which being contingent, and seldom happening, they are set one against the other, and a middle indifferent rate between them, which doth ordinarily happen, belongs to the Lender, who is not to partake in the extremes: Because it is rarely to be shewed that any loss can befall a man in lifeless goods meerly by the act of God, without the concurrence of some fault of man, either of negligence, ignorance, indiscretion, willfulness, or the like. To conclude, the rule that guides the valuation of  
all

all Contracts, is not what *Casually is or may be*, but what *ordinarily* is like to happen.

As for Partnership ( which is a project much magnified by the adversaries of *Usury* ) let it be examined what it is. Those are truly *Partners* who in a *Joynt stock* communicate their *paines* and *travel*: so that an equal industry and privity goes along with the employment of the stock. There the Trust being reciprocal, the covenants may be equal and the Laws do relieve men upon their Covenants and mutual agreements in such *Partnership*: But in this their pretended Partnership, where there is but a trust of one side, no equality of paines, no privity in trade, no partnership in the matter of stock, nor in the form or consent of *negotiation*, but only a Partnership in the gaines, this cannot truly be called a Partnership, but it is only the office of Master and Servant under another name, or false title, and differs only in the manner of the wages, which

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in

this their case of Partnership is contingent, and in the other absolute. Besides, in this their counterfeit Partnership, a man may make no covenants that can be good in Law, nor so much as take a Bond for his Principal, but he must only trust to the honesty of his friend, since no articles can be made that shall be legal except they be *Usurious*: nor can be drawn so reasonable as an honest man will be bound by them, or so firm that a dishonest man cannot safely break them.

It seems to me, that after all the stir about *Usury*, Dr. *Fenton*, and all his fellows do allow of *Usury* under another name, *Interest*; they all agree a man may lawfully take so it be against his will; that is, when a man detaines his mony from him against his will; but if a man be so courteous as to consent that another shall keep his mony, he must then stand to the courtesie of the Borrower.

Now that which they do call *Interest*,

*est*, they do allow in two cases; Either where there is, first *Damnum contingens*, a loss arising; or secondly, where there is *Lucrum cessans*, gain ceasing: so that if either a man receive *damage*, or that his *gain* be but *hindred*, he may take interest. Now in all lending a mans gain is hindred, because he hath not his mony to employ when occasion serveth, or shall be offered: Nor is it requisite that *ceasing gain* must be certainly proved; for that is impossible, being a thing contingent, but a probable estimation of it may be allowed (by Dr. Downams confession pag. 166.) and in all probability *gain ceaseth*, or is hindred, wheresoever there is Lending. Therefore by this their own Scholastical distinction there is Interest due for all Lending. Only *successive* or *interusury* which is before delay of *Payment* they would fain exclude. But if *Interest* be (as their own *Melancthon* saith) a debt which he oweth by the law of Nature, who hath been to another an effectual cause of

*damme, or hath hindred his gain, because Nature teacheth that no man must be enriched by the kindring of another, according to the rule of St. Paul 2 Cor. 8. 13. That one be not eased, that another may be burdened:* Then it will follow, that delay of *Payment* doth naturally begin from the first *minute* of Lending; if any will abridge himself of the privilege of *Nature* by the giving day for payment, yet if it be by a *Covenant conditional* to pay so much interest at the day appointed, then such a Contract is but the ratifying of a natural debt, with a *dilatory* payment for the benefit of the Borrower.

Thus after all their pretended impediments of Letting mony, they are forced to confess at last, that an *Interest* may be justly due and taken; which is nothing else but a hire, a recompence, or an *increase* of it. The sole doubt they make is about the *contracting* for *interusury*. Neither is Dr. *Fenton* nor Dr. *Downam*, so stiff against contracts when they come to the point, as at first they



they made shew of. Dr. *Fenton* saith, pag. 64. *It is great reason that the debtor should trust the creditors charity, and not the creditor rely upon the fidelity of the debtor; and Bonds may in some cases be lawfully made, which cannot so lawfully be exacted.* This he speaks of contracts without any condition of hazard expressed.

Also Dr. *Downam* doth adde, *That if there be a covenant of the one side in eventum lucri, to partake of the gain, and on the other side but a purpose of bearing part of the loss—I would not altogether condemn such a contract,* pag 163.

Thus both these Divines do consent that a contract may be made for interest, if there be but a purpose in the Lender not to exact or oppress thereby. Yet like men uncertain and doubtful what to conclude, they sometimes allow a man to take interest so he do not contract for it, at other times to contract for it, so he do not take it, (p.27.) *One while a bond may be lawfully made, so it be not exacted; another while it is lawful to take where it*

*is not lawful to covenant or contract. Again, Dr. Fenton saith, pag. 129. That the poyson of Usury is in some contracts so closely and cunningly conveyed, as the very turn of the intention of the mind may alter the case to make it just or unjust; the contract remaining one and the same. If one and the same contract may be just and unjust, then all contracts are not unjust by his own confession. In another place (p. 125.) he tells us, We may puzzle him with some cases so cunningly contrived wherein we can find no difference either in Justice or Charity from other lawful contracts: Then quære whether it be within the Definition of Usury——If it appear just and lawful, it shall not appear usurious, it may perhaps border or coast upon Usury. Yet our conclusion shall still remain entire, That Usury properly so called is simply unlawful. A trim Conclusion: But what are we the wiser for knowing that all Usury is unlawful, unless he teach us what is properly called Usury? This is the main doubt,*  
*what*

*what is Usury, and what is not ; whether all increase, or increase only from the poor ; whether all contracts for gain by money be Usury. If Dr. Fenton may be puzzled, and be not able to tell us what Contracts differ from Justice and Charity, and what not ; If one and the same contract may be just and unjust ; if that usurious contracts, as they do approach unto equity so far forth do decline the nature of Usury, then are we still ignorant what properly is Usury, only we may know that it is unlawful if we knew what it were. This is the last and safest retreat that Dr. Fenton findeth.*

5. *Concerning humane Testimonies of Fathers, Councils, Divines, Heathens, and Laws.*

As for the Testimonies of Fathers and Councils, we do affirm, that neither Father nor Council did ever define *Usury* to consist in the *contracting* for gain, they were not so curious or subtle in those ages as to define it

at all. But most of those few passages that are in them may best be understood to mean only such *Usury* as was an oppression to the poor.

As for *Aristotle*, *Plutarch*, *Cato*, *Seneca*, *Pliny*, and some others, I shall offer the confession of *Dr. Fenton*, (p. 65.) *Who is perswaded that the very conceit of these grounds (of the Philosophers arguments) hath moved many to think more favourably of Usury it self than there is just cause—The force of the Philosophers argument taken from the barrenness of money, and the unnatural brood of Usury, being mingled with metaphors, if it be not rightly apprehended, is obscure and doubtful. That also of spending money in the first use, as if use and property were inseparable---is much subject to cavil.*

By these passages we may see what little confidence *Dr. Fenton* putteth in the arguments of the Heathen Philosophers against *Usury*. As for the bare authority of these men, the speculative determinations of so few Philosophers, are no way to be compared with

with the grave wisdom of whole States, which by practice & by Customs in all ages have approved thereof. I know the abuse of *Usury* hath given just cause both to Christians and Heathens to declame bitterly against it. *Merchandizing* (as Dr. *Fenton* tells us) also Letting of *Land*, and other tradings have their manifold abuses, and yet are things lawful in themselves; and whereas all other trades do oppress but within their own Circle or limits, and in such particulars wherein they deal, *Usury* dealing with money which is used in all trades, hath made the abuse thereof more general, and therefore all men have the more frequent occasion to speak against it.

The Civil Law which was gathered out of all the best antient Laws both *Heathen* and *Christian*, and which is most in use at this day, doth allow *Usury*. The Laws of *Venice*, *Genoa*, and the Low-Countries (three simply the richest States in *Europe*) do allow

thereof, and yet are free from poor, which perswades that *Usury* is not so hurtful to a state. As for the statute Laws of this land they do vary, and one statute mislikes and repeals another, but they all allow *Usury* of Orphans; And the Law last made since the death of Dr. *Fenton* in the 21. year of King *James* doth allow eight in the hundred.

The constant practice of the Common Law of this *land*, and also of the *Chancery* in point of equity, doth not only allow Interest where there is a Contract for it, but also doth give it where there is none.

To end this point, if all Laws and States had thought all *Usury* to be unlawful, and also mischievous to a Common-wealth, And if that Partnership be a meanes both lawful and beneficiall, It were strange that no practice nor Law of any Nation would never establish this latter; And for all the world to tolerate a sin when so easy a remedy had been

been at hand, had been an *universal* madness.

6. *Argument against Usury.*

*It is to some Doubtful, therefore unlawful; because Whatsoever is not of faith is Sin.*

*Ans.* This argument doth not make it simply unlawfull to all, but only to such as doubt, and therefore it proves not the point. For Dr. *Fenton* his position is, that all *Usury* is of it self a sin, and so nothing indifferent. By this Doctrine he first perplexeth the understanding of the weak, and so makes them doubt, and when he finds them doubtful, he useth their doubting to prove it unlawful, because they doubt, whereas if it be simply a sin of it self it is as well a sin if a man doubt not as if he doubt. And the place of St. *Paul Rom. 14.* by him alledged, speaks not of sins, but of things *indifferent* (*as eating*) which by doubting only are made sins to the doubters,

doubters, and to no body else. Now if the Cause why men doubt whether all Usury be sin, be only for that Dr. *Fenton* and some others teach so, then the sin of those that doubt may fall heavy upon the Causers of it. And if Dr. *Fenton* allow Usury to be doubtful, it cannot but argue rashness peremptorily to determine there is no doubt of it, thereby to ensnare the Consciences of the simple.

Besides the doubting spoken of by the Apostle, though it were of things indifferent, yet formerly before the coming of Christ they were things necessarily prescribed by the Law, but, after, taken away by the Gospel, so that to doubt of them was consequently to condemn the Gospel, and deny the faith in Christ. But the doubting of Usury is no establishing of the Ceremonial Law, or overthrowing of our belief and faith in the Gospel. Neither is all doubting meant but such only as overcometh Faith, for there is no faith but it is mingled with some doubting.



ing. Lastly, it is not necessary that faith should be alwayes grounded upon the Word of God, for if a man be perswaded of any thing by the light of Reason, or by Sense, he is justly said to believe it. To the confirmation of this doctrine, I must produce some places of judicious Hooker. *The will of God* (saith he) *by which we are to judge our actions, no sound Divine in the world ever denied to be in Part made manifest, even by the light of Nature, and not by Scripture alone,* pag. 97. And he adds in another place, *that there may be a certain belief grounded upon other assurance than Scripture——we are said to believe whatsoever we are certainly perswaded of, whether it be by reason or sense,* pag. 60. And in a third he gives this reason; *It is not required, nor can be exacted at our hands, that we should yield unto any thing other assent than such as doth answer the evidence which is to be had of that we assent unto: for which cause, even in matters divine, concerning some things we may lawfully doubt; of some things*  
we

*we may very well retain an opinion that they are probable, and not unlikely to be true. Then are our Consciences best resolved and in most agreeable sort unto God and Nature settled, when they are so far perswaded, as those grounds of perswasion which are to be had will bear, which thing I so much the rather set down, for that I see how a number of Souls are for want of right information in this point oftentimes grievously vexed, when bare and unbridled conclusions are put into their minds: they finding not themselves to have thereof any great certainty Imagin this proceedeth only from lack of faith, and that the Spirit of God doth not work in them, as it doth in true believers: by this means their hearts are much troubled, they fall into anguish and perplexity; whereas the truth is that how bold and confident soever we may be in words, when it cometh to the point of tryal, such as the evidence is, which the truth hath either in it self or through proof, such is the hearts assent thereto, neither can it be stronger, being grounded as it should*

*should be* : page 73. 74. Thus far Mr. Hooker. Therefore it is no argument to conclude that because the *Scripture* doth not allow *Usury*, therefore it may not be used : for if the *Scripture* do not absolutely condemn it, it is sufficient if *Reason or Sense* do guide our belief for the practice of it.

I leave those that doubt to consider what Dr. Fenton himself saith within a few lines in the same page, p. 75. *This Usury which we have in hand is no principle of faith, no mystery of Salvation to be apprehended in the simplicity of belief: but a point of Morality belonging to the second Table, and so determinable by the rules of Equity and Charity.*

It is objected (p. 77.) that it is *Scandalous, and therefore unlawful.*

*Answ.* If Scandal be taken and not given, it is not in it self unlawful. Still he flies from the question.

## 7. Of the unnaturalness of Usury.

A fourth Reason of Dr. *Fenton* is, p. 91. that the encrease of *mony* is *unnatural*. Therefore *unlawful*.

*Ans<sup>w</sup>*. This is no argument of Divinity from Scripture, but of Philosophy from *Aristotle*.

Secondly, If it were of force, it serves only against *Usury* of *mony*, but not of all other things.

Thirdly, It is confessed, that *mony* considered as it is a *metal*, is not perhaps by nature apt to generation & increase; and yet even that may be doubted of: But *mony* considered as it is *mony*, which Art not Nature hath produced, may be allowed an artificial increase or gain, as well as houses, ships, and many other things not natural. Policy hath ordained the value of Metals to be the common rule and measure for the worth of all things vendible, and by common estimation it is accompted in the place

place and stead of such things ; so that in opinion and use mony is both land, house, horse, corn, or any thing that is valued by it ; even man himself, who in worth exceeds all other creatures, is by Gods own valuation, prized at a certain sum of mony, and fifty Shekels of Silver were accepted by God in the place and stead of a man who by vow belonged unto him. *Levit. 27, 3.*

It being then so apparent, that Mony is by Art taken, and used for all things valuable, both by man and God himself ( who had his peculiar Coin, the Shekel of the Sanctuary, for all sacred uses, *Exodus 30. 13.* ) It follows in all reason, that since the nature of most things that are valued and sold is to bring forth an increase, that Mony it self also which is esteemed for them should doe the like, or else Art is frustrated of her intention, who found out the use of mony only for the ease and benefit of Trade, which proves to be a discommoditie if the benefit of increase

increase be lost by the conversion into money.

It is further objected by Dr. Fenton, that money may not be let for hire, as a horse, a house, or a cow, because these things are the worse for letting.

*Ans.* What thinks he, may a man take hire for a house when he binds the *Lessee* to leave it in as good repair as he found it? Many times a horse by a moderate journey after long rest is the better, whether may the *Letter* take money for his hire? If this Argument were sound, that no hire ought to be taken, but where the things are the worse for using, then I believe all the Rent that hath been paid for land since *Noahs* Flood hath been unjustly taken: For it will hardly appear that any Acre of Land is worse now than in his dayes; since many Acres are bettered by tillage and manuring, which by lying waste are hurt; and houses also decay most for want of inhabiting. The true rule of Letting is not only the Lenders loss in the impairing

pairing of the thing lent, but the Borrowers gain by the use of it. And we must consider, as well what the owner is the worse by the want of that use, as what the thing lent is impaired. If another use my land, though it be not the worse, yet he is the better by having the crop of it, and I am the worse by wanting that benefit of it which he made; therefore I justly challenge Rent for it. The like case is for mony, the Borrower hath the use of it, and though the mony be not the worse for using, yet the Lender is the worse by missing the commoditie which the other makes of it, and the Borrower is bettered by the employment of it.

Also it is objected (*pag. 148.*) *That mony is void of all immediate use in it self to the possessor while he doth enjoy it.*

*Answ.* So it is with Land, which immediately neither clothes nor feeds any man, but by the mediation of tillage and pasturage both are effected,  
and

and though no man immediately eats or wears money, yet by the means of it food and raiment are procured.

Another objection is, *That money the more it doth increase the more it may, which is unnatural, and contrary to other increase.*

*Answ.* It is so in other sorts of increase; for one sheep brings forth a Lamb, and that Sheep and Lamb in time bring forth a double increase, which multiplies to a third, and so forward: so one hundred pound brings forth ten pound, and both together in time increase to produce eleven pound. The only difference is, that money is more durable than other fruitful things, which by course of Nature are more perishable.

### 8. *Of the ungodliness of Usury.*

*It is ungodly and impious, against the first Table, because it dependeth not upon Gods Providence, but is assured by Bonds against the Act of God.*

*Answ.*



*Answ.* 1. Dr. Fenton forgets that he said *Usury belongs to the second Table*; Why is it here made a breach of the first?

Secondly, the *Usurers* security is to arm himself against the *ordinary frauds, negligences*, or other follies of the Borrower. If by the hand of God an extraordinary loss do happen, by the like means also an extraordinary gain may be raised sometimes, both which belong to the borrower, except the mercy of the lender, to whom he is to trust, relieve him. And surely the *Usurer* hath greater cause, and seems also to trust God more than any other man, and is least armed against him. He had need pray against foul weather, tempest, wind, and wrack; for although he be no Husbandman, Merchant, Tradesman, no Labourer, yet by the thriving of all these he must live, if all or any of these miscarry, it is not his bonds many times which help him. Neither against the hand of God only is he unarmed, but against  
the

the frauds of men many times his security cannot defend him. How many have been defrauded of their principal debts by fraudulent deeds of gift, by concealing of goods, and divers other ways? It is true some few in a City may sometimes attain to a noted wealth by Usury ; but these are but as cyphers in comparison of hundreds, who living by the like employment of money, do scarce attain to a moderate gain whereby to maintain themselves in their first condition; and many times as skilful Usurers as the best, what by the loss sometimes of interest, sometimes of Principal, and other whiles of both, and many times by the lying still of their money for want of reasonable security, have proved in the end perfect Beggars by this trade. And what greater Argument can there be of the hazard and danger of money that is lent, than the Common opinion of the world, which esteems a small renew in land of Fee simple, more safe and certain than almost a double

double encrease in mony with perpetual hazard? and for this cause land is dearer than mony.

As for taking of Bonds for payment, it is no more injurious to the Providence of God than to have a bond or covenant of a Tenant for the payment of his rent; for although some years by the unseasonableness of the year, or by some other act of God, the land yields not the rent contracted for, yet the Tenant is absolutely bound to pay it without any condition of gaining so much by the land: And the reason is grounded upon great equity, and is all one both for contracts of land and mony to be *absolute*.

Nither GOD nor Nature have proportioned the valuation of Lands, Commodities, or Moneys; no Text can be brought to prove an Acre must be just sold at such a price, or a commodity at such a rate; the worth of things in proportion one to another, is a *humane arbitrary custome*, grounded upon the several necessities or opinions of each

each particular Nation. Thus the common estimation doth allow Lands, Goods and Mony taken with all casualties, hazards and charges, to be worth one year with another about a certain value; and it is reasonable that such a certain value should be contracted for: so that as the Seller or Letter is not to participate of the extraordinary gains that may be raised, so he is not to sustain the losses if any do happen.

### *9. Of the Injustice of Usury*

It is further urged, (*pag. 98.*) that *it is unjust, because it takes hire for loan, and sels Charity, which should be free, so that things are not lent but let, if they goe for hire.*

*Answ. 1.* Dr. Fenton can shew no reason why mony may *not be let, as well as lent*; as well as a house or a horse which may be both: I ought in great necessity to lend freely to the poor, yet this work of Charity doth  
not

not hinder me from letting the same thing where there is not the like necessity.

*If the use of money for a time be worth money in buying and selling, as Dr. F. confesseth (pag. 99.)* The rule may better hold in Letting, which is no work of Charity, though both in Letting and Selling Charity is to guide us. It doth not follow that because I must lend a shilling for a day, therefore I may not lend a pound for a year. Besides, *even in letting for hire*, there is often both *Charity* and *Friendship* shewed: As, if I let a thing for half the value the use of it is worth, to one whom others dare not trust with their goods. If some things which are spent in the first use may be sold for increase, why may not other things that are used be let in the same sort, since *letting* is but a *temporary* kind of selling, and selling in effect a perpetual kind of letting. If such things as are bought this day for ten pound may be sold to morrow for

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eleven

eleven pound, may not the same ten pound which by buying and selling may encrease in one day to this eleven pound, may it not by letting increase in a whole year to as much?

Nor can there be any reason shewed, since money hath a gainful use in it self ( and as *Solomon* saith, *answereth all things* ) why I may not as well let a hundred pound in money, as a hundred pounds worth of Cattel, Houses, or Lands, which I buy with my money : And because they often tell us *that he that bears the hazard must have the gain*, I must ask what they will say to a Lease for Life wherein both Parties hazard, yet but one gains.

Dr. *Andrews* Bishop of *Winchester* hath an argument against *Usury*, taken from the Rule of our Saviour, *Luke 6. 31. as ye would that men should do to you, do ye also to them likewise.* *Nemo* (saith he) *sibi vellet Usuras infligi, cum fratre sic agat igitur.* No man is willing to have *Usury* taken of him,

him, therefore he must not take himself; every man desires to borrow freely, therefore he must lend freely.

*Answ.* The Rule of our Saviour must necessarily be thus expounded, *Whatsoever ye will, that is, Whatsoever you will according to right reason or common Justice*; for if any man be so unreasonable or so frantick as to will that others should kill him, yet my Lord of Winchester will not say that therefore that man may kill another. So he that desires to borrow freely, breaks the Rule of common equity and rectified reason, by coveting his neighbours goods; for he that desireth to benefit himself by the use of another mans goods, doth therein uncharitably desire the hindrance of his neighbour.

Also it is objected, that the *greatness of gain which is made by Usury is unlawful.* pag. 100.

*Answ.* 1. This is no proof against all increase of money; but onely against excessive gains: whereas it

should be proved that *Usury* of a penny in the hundred is a sin, as well as of ten pounds.

Secondly, By this Rule all gain of merchandizing is condemned, which is ordinarily far greater than that of ten in the hundred.

Thirdly, The greatness of gain by Lending must be estimated by the common opinion of the Countrey: otherwise how can any mans Conscience warrant him to purchase any inheritance? Men buy Land to them and to their heirs for ever, that is till Dooms-day; which when it will come no man knows, and yet as if every purchaser knew the hour, he bargaineth for Land at fifteen or sixteen years purchase. But the last day may come within a year, or within fifteen, or perhaps not within fifteen hundred years: howsoever it be uncertain, yet the publick valuation doth esteem it Certain; And no man buyes land at fifteen years purchase, upon Condition that Dooms-day come not before,



before, because perhaps then he may have a dear penny-worth: Nor upon Condition that if the World last longer than fifteen years, that thenceforward the Purchaser should pay a further sum. No, but Custome thinks fit to make an absolute bargain, though by the meer act of God it may be made a dear purchase.

As the Argument of the greatness of *gain in Usury* makes against trading or merchandizing, so thereby also bargaining for Leases for term of years will be made unjust; And this may the better appear if we examine one of Dr. *Fenton's* examples of *Usury* in this kind: *If (saith he, pag. 21.) purposely to avoid the Statute, I will purchase an annuity of twenty pound per annum with an hundred pound for ten years, this is bargain and sale, yet the very same with Usury, differing only in parchment, and manner of Covenanting, subject to the same iniquity and inequality; poisoned with purpose of avoiding the Statute and penalty of Usury.*

*Ans.* 1. If onely the purpose to avoid the Statute makes his Case to be *Usury*, then before the Statute it was no *Usury*, for there could be no purpose to avoid a penalty that was not, and this is to make *Usury* a breach only of Mans Law and not of God's. Let us ask Dr. *Fenton* whether a Lease for years and annuity bought with money be *Usury* simply in it self; he dares not say it, his answer is, pag. 129. *We cannot condemn it for Usury*; and yet he seeth most apparently it is of the very self-same nature with *Lending* upon Bonds, and differs only in the security: upon Bond a man ties himself, upon a Lease a man ties his Land, in both these there is the like increase by Money, and both pay alike at the end.

Secondly, This Case I find put of a Lease that brings in above ten in the hundred, thereby to make it more odious: but give us leave to put it in other termes, and then ask his opinion,

on, If with a hundred pound I purchase an annuity of ten pounds *per annum* and twenty shillings over yearly for ten yeares, is this *Usury* because it is an increase above the principal? It is the very self-same bargain in nature with his, it differs only in the quantity of increase. Now both by his definition and argument, as well the increase of a penny is *Usury* as of ten pounds in the hundred, so then by his doctrine a man may not buy a lease worth one penny more than his principal. If it be pretended that bargain and sale of leases be lawful if it be reasonable, otherwise not; then if the unreasonableness only of the bargain make it a sin of *Usury*, then the former doctrine which saith *all increase is Usury, is thereby denied*, And I confess that an unreasonable bargain is a sin, but of theft in general not of *Usury*.

Thirdly, The principal purpose in buying an annuity or lease for yeares is to gain by a hundred pound, which since it could not safely be done by

bonds, therefore by a second intention men labour to avoid the Statute, so that to gain and in gaining to avoid the Statute is the purpose of such Contracts, and not chiefly to avoid the Statute, which might best be avoided by not purchasing at all.

Fourthly, It is no sin to avoid a Statute by lawful meanes; if the Contract of bargain and sale be in it self lawful, why should it be a vice and not a vertue thereby to avoid the penalty of the Law, since laws are purposely made to force men to avoid them by lawful meanes.

Fiftly, Whereas Dr. *Fenton* ( pag. 129. ) concludeth, that if *simply without any pretence such annuity of rent be bought or sold, we cannot condemn it for Usury*. It follows that the pretence or intention of the heart, and not the Contract makes it *Usury*: and that (as he himself confesseth pag. 128. ) if *the intention be right, that which formally is Usurious, upon the matter may in justice be equivalent to a lawful Contract*. If formal  
*Usury*

*Usury* may be no *Usury*, we must look for a new definition of *Usury* in the Consciences of men, and not in Dr. *Fenton's* treatise; And if *Usury* be committed in Buying and Selling, what Contract will be found in the world without *Usury*.

To Instance in some other Contracts, let us consider of the absolute buying and selling of land, or of purchasing an annuity for life; because these two Contracts are esteemed by most men to be the lawfullest of all others, yet in both these, the just and ordinary valuation both of fee simple land and of leases for lives is grounded and guided by *Usury* only, and as the use of money goeth higher or lower, so the prices of these rise and fall, so that in very truth he that purchaseth land is the greatest *Usurer* in the world, because he maketh the greatest and certainest gain by his bargain, for example; Admit land is bought and sold for sixteen yeares purchase, and let the inheritance of the land be

made away for so little a sum as the land will bring home in sixteen years; what Conscience is there to keep that for ever, which in so short a time payeth the purchaser his principal? There can be no other reason yielded for this great disproportion but this, that both the Purchaser and Seller do equally value the use of the money, and do make the bargain accordingly. The purchase-money considered with the Use of it would last about a 1000 years in paying yearly so much as the Rent of the land is, therefore the Purchaser expects to enjoy, and the Seller intends to part with the land for ever, because the inheritance of the land after a thousand yeares is not valuable, for that ordinarily within four or five hundred yeares the possessions of the ancientest families come to a period, or decay. In like manner, an annuity for life is bought for nine yeares purchase, not because a mans life is ordinarily taken to last but nine years, but because the money with the use will last

last almost twice nine years in paying the annuity: so that if the Purchaser of the annuity dye within eighteen years, the Grantor may be a gainer, or at the least a savor, by the bargain; but if he live above eighteen yeares the Grantor must be at a loss. This Casualtie of a lease for life, wherein the Buyer hopes by his own life to be a gainer, and the Seller hopes by the death of the Buyer to be a gainer, hath made some men (if we will believe *Thomas Aquinas*) to think that a lease for life is the worst kind or double *Usury*, beause there is an Usurious intention on both sides, as well in the Grantor as in the Grantee to gain.

If many men who are fit for Callings live idley on *Usury*, they sin, but no otherwise than those that let their lands: they may and ought to serve God and their Country in some Calling, if they do not, it is no fault of *Usury*, but an abuse of it. Neither let any man fear that *Usury* will bring  
idleness

idleness in the world, for if all men be idle there can be no *Usury*. It is the usury-employment of men by their trading that makes the use of money to be at so high a value, and many must be idle if they borrow not a stock to set them on work.

10. *Of the Uncharitableness of Usury.*

In the last Chapter of Dr. *Fenton* his second book, I did expect some extraordinary argument against *Usury*, because it treats of the breach of *Charity* by *Usury*, and the opposition between them: I did long to see it proved; but now I am come to it, I find it the shortest Chapter in his book, both in quantity, and proof, the little that he saith is in effect, *that Usurers are commonly uncharitable* pag. 106.

*Ans.* I. did expect to have it proved that all *Usury* is in it self uncharitable, and he tels us that all *Usurers* are so: It is the fault of the men, and not



not of the thing. Thrift which of it self is a vertue, being abused is the hinderance of Charity, and yet Thrift is no breach of Charity: A thrifty man and an *Usurer* may be merciful to the poor, because they are many times better able than others. If *Usury* of it self were a breach of Charity: then not to lend to *Usury* were an act of Charity: which is but a meer Privation and no Act at all. The reason why *Usurers* be commonly found merciless, is for that in many men Covetousness makes them *Usurers*, and not *Usury* brings them to be Covetous. Many *Usurers* are found well disposed to Charity, and give twice as much to *Charitable* uses as those that have twice their estate in Lands and are no *Usurers*. Since then all *Usurers* are not uncharitable, and those that be, are found, and not made such by *Usury*, it is but small Charity to say that *Usury* of it self is the breach of Charity.



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